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*Attorneys for Plaintiff and the Putative Class*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

BARBARA GRADY, individually and  
on behalf of all others similarly  
situated,

Plaintiffs,

vs.

RCM TECHNOLOGIES, INC.,

Defendant.

Case No.: 5:22-cv-00842 JLS-SHK

**SUPPLEMENT TO PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

Complaint Filed: February 7, 2022

1 Pursuant to the Court's Order, dated October 10, 2024 (*ECF 46*), Plaintiff  
2 Barbara Grady ("Plaintiff") hereby supplements her Motion for Preliminary  
3 Approval of Class Action and PAGA Settlement (*ECF 44*), with true and correct  
4 copies of the following:

5 **Exhibits A and B:** Amended Joint Stipulation of Class Action and PAGA  
6 Settlement and Release (redlined and changes accepted  
7 versions); and

8 **Exhibits C and D:** Amended Notice of Class Action and PAGA Settlement  
9 (redlined and changes accepted versions).  
10

11  
12 Dated: October 15, 2024

/s/ Joshua G. Konecky

13 Joshua G. Konecky  
14 **SCHNEIDER WALLACE**  
15 **COTTRELL KONECKY LLP**  
16 Attorneys for Plaintiff  
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**CERTIFICATE OF SERVICE**

I hereby certify that on October 15, 2024, I electronically filed the foregoing document with the Clerk of the Court using the Court's CM/ECF system, which will send a notice of electronic filing to all CM/ECF participants.

/s/ Joshua G. Konecky  
Joshua G. Konecky

# EXHIBIT A



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19 Attorneys for Defendant  
20 RCM TECHNOLOGIES (USA), INC. (SUED  
21 HEREIN ERRONEOUSLY AS "RCM  
22 TECHNOLOGIES, INC.")

23 ***COUNSEL CONTINUED ON NEXT PAGE***

24 UNITED STATES DISTRICT COURT  
25 CENTRAL DISTRICT OF CALIFORNIA

26 BARBARA GRADY,

27 Plaintiff,

28 v.

RCM TECHNOLOGIES, INC.,

Defendant.

Case No. 5:22-cv-00842-JLS-SHK

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA  
SETTLEMENT AND RELEASE**

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9 Attorneys for Defendant  
10 RCM TECHNOLOGIES (USA), INC.  
11 (SUED HEREIN ERRONEOUSLY AS  
12 "RCM TECHNOLOGIES, INC.")  
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1                   **JOINT STIPULATION OF CLASS ACTION AND**  
2                   **PAGA SETTLEMENT AND RELEASE**

3           IT IS HEREBY STIPULATED, by and between Plaintiff BARBARA GRADY  
4 (“Plaintiff”), individually and on behalf of others similarly situated, and Defendant RCM  
5 TECHNOLOGIES (USA), INC. (erroneously named herein as RCM Technologies, Inc.)  
6 (“RCM” or “Defendant”) (collectively, the “Parties”), subject to the approval of the  
7 Court, that the Action (as defined below) is hereby compromised and settled pursuant to  
8 the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA  
9 Settlement and Release (“Agreement,” “Settlement,” or “Stipulation”). The Parties  
10 further stipulate that the Court shall make and enter judgment, subject to the continuing  
11 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and  
12 terms set forth herein which by this reference become an integral part of this Stipulation.

13                   **DEFINITIONS**

14           1. “Action” means the putative class and PAGA action entitled *Barbara Grady*  
15 *v. RCM Technologies, Inc.*, United States District Court for the Central District of  
16 California, Eastern Division, Case Number 5:22-cv-00842-JLS-SHK (originally filed in  
17 Los Angeles Superior Court on or about February 7, 2022 and subsequently removed to  
18 United States District Court on or about May 19, 2022), and all pleadings filed therein.

19           2. “Agreement,” “Settlement,” or “Stipulation” means this Joint Stipulation of  
20 Class Action and PAGA Settlement.

21           3. “Class Counsel” means Joshua Konecky of Schneider Wallace Cottrell  
22 Konecky LLP ~~attorneys Joshua Konecky and Nathan Piller.~~

23           4. “Class Counsel Award” means the Court-approved attorneys’ fees for Class  
24 Counsel’s litigation and resolution of the Action (not to exceed twenty-five percent  
25 [25%] of the Gross Settlement Amount, or Four Hundred Fourteen Thousand Six  
26 Hundred and Two Dollars and Fifty Cents (\$414,602.50), and the Court approved costs  
27 incurred by Class Counsel in connection with this Action (in an amount not to exceed  
28 Fifty Thousand Dollars and No Cents (\$50,000.00)). Defendant shall not oppose such

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 an application by Plaintiff for Court approval of attorneys' fees for Class Counsel up to  
2 twenty-five percent [25%] of the Gross Settlement Amount, plus reasonable litigation  
3 costs in an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00).  
4 The Settlement is not contingent on the Court awarding the maximum attorneys' fees  
5 and costs that may be sought, or on its awarding of any particular amount.

6 5. "Class Data" or "Class Lists" means information regarding Class Members  
7 that Defendant shall in good faith compile from its records and shall be authorized by  
8 the Court to transmit in a secure manner to the Settlement Administrator within fourteen  
9 (14) calendar days of preliminary approval. Class Data shall be transmitted by  
10 Defendant in Microsoft Excel format and shall include each Class Member's: (i) full  
11 name; (ii) last known address; (iii) Social Security number; (iv) the number of  
12 Workshifts (as defined herein) worked for Defendant as a Class Member; and (v) the  
13 number of Workshifts (as defined herein) worked for Defendant as a PAGA Member.

14 6. "Class," "Class Members," or "Settlement Class" means: All current and  
15 former non-exempt employees of Defendant who were nurses assigned by Defendant to  
16 staff COVID-19 testing and/or vaccination sites for San Bernardino County (including  
17 assignments at San Bernardino County's Arrowhead Regional Medical Center), and at  
18 K-12 schools for Los Angeles Unified School District (LAUSD), or Ginkgo Concentric  
19 (Ginkgo) during the Class Period and who do not submit a timely and valid request for  
20 exclusion from the settlement. Defendant's good faith and diligent research of its  
21 records shows approximately 382 Class Members assigned to work for San Bernardino  
22 County, 109 assigned at the LAUSD K-12 schools, and 612 assigned at Ginkgo  
23 Concentric K-12 schools, with 6 of the Class Members working for more than one client,  
24 resulting in a total number of 1,097 Class Members.

25 7. "Class Period" shall be March 1, 2020 through March 7, 2023.

26 8. "Class Representative Service Award" means the Court-approved amount to  
27 be paid to Plaintiff in an amount of up to Five Thousand Dollars and No Cents  
28 (\$5,000.00). Defendant will not oppose such application.

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 9. "Court" shall mean the United States District Court and such other court as  
2 may be presiding over this Action.

3 10. "Defense Counsel" means Martha Keon and Shannon R. Boyce of Littler  
4 Mendelson P.C.

5 11. "Effective Date" means the date this Agreement is approved as provided  
6 herein and the Court's order granting Final Approval and entry of Judgment or Dismissal  
7 becomes final and is no longer appealable. For purposes of this Agreement, "becomes  
8 final and is no longer appealable" shall mean the later of: (a) the day after the last date  
9 by which a notice of appeal to the Ninth Circuit of the order and judgment finally  
10 approving this Agreement may be timely filed and none is filed (i.e., 31 days from notice  
11 of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by  
12 ruling, dismissal, denial, or in any other manner that confirms the validity of the order  
13 and judgment, the day after the last date for filing a request for further review of the  
14 order and judgment approving this Agreement passes, and no further review is requested;  
15 or (c) if an appeal is filed and the order approving this Agreement is affirmed and further  
16 review of the order is requested, the day after the review is finally resolved and the order  
17 and judgment approving this Agreement is affirmed.

18 12. "Employer's Share of Payroll Taxes" means Defendant's respective portions  
19 of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the  
20 Individual Settlement Award that is designated as wages.

21 13. "Final Approval Hearing" means the hearing to be conducted by the Court  
22 after the filing by Plaintiff of an appropriate motion and following appropriate notice to  
23 Class Members giving Class Members an opportunity to request exclusion from the  
24 Settlement Class and Settlement and to object to the Settlement, at which time Plaintiff  
25 shall request that the Court finally approve the Settlement, enter the Final Order and  
26 Judgment, and take other appropriate action.

27 14. "Final Order and Judgment" means the order and judgment to be entered by the  
28 Court upon granting final approval of the Settlement and this Stipulation of Settlement as

1 binding upon the Parties and Participating Class Members. A proposed Final Order and  
2 Judgment shall be mutually agreed upon by the Parties and submitted to the Court  
3 concurrently with Plaintiff's Motion for Final Approval of the Settlement.

4 15. "Gross Settlement Amount" or "GSA" means the total amount Defendant  
5 shall pay in connection with this Settlement, which shall be inclusive of the Net  
6 Settlement Amount, the Class Counsel Award, the Class Representative Service Award,  
7 PAGA Payment, and Settlement Administration Costs. Subject to Court approval and  
8 the terms of this Stipulation of Settlement, the GSA shall be One Million Six Hundred  
9 Fifty Eight Thousand Four Hundred Ten Dollars and No Cents (\$1,658,410.00), plus  
10 any additional amount required by the Escalator Clause at Paragraph 63 below, should  
11 that clause be triggered. The Gross Settlement Amount does not include Defendant's  
12 respective shares of payroll taxes for the Individual Settlement Award payments, which  
13 shall be paid separately from, and in addition to, the GSA.

14 16. "Individual PAGA Payment" means the amount payable from the PAGA  
15 Payment to each PAGA Member.

16 17. "Individual Settlement Award" means the amount payable from the Net  
17 Settlement Amount to each Participating Class Member.

18 18. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount,  
19 less the Class Counsel Award, Class Representative Service Award, PAGA Payment,  
20 and Settlement Administration Costs.

21 19. "Notice of Objection" means a Class Member's objection to the Settlement. To  
22 be valid, an objection must (a) be in writing; (b) be signed or e-signed by the Class  
23 Member; (c) be returned by e-mail, fax, or mail to the Settlement Administrator at the  
24 specific address and/or facsimile number in the Settlement Notice; (d) clearly state that  
25 the Class Member objects to the settlement and the grounds for the objection; (e) be  
26 emailed, faxed, or postmarked on or before the Response Deadline, and (f) include the  
27 objector's full name, signature, address, telephone number, and the last four digits of  
28 his/her Social Security number. The date of the e-mail, fax, or postmark on the return

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 mailing envelope will be the exclusive means to determine whether a Notice of Objection  
2 has been timely submitted. At no time shall any of the Parties, Class Counsel, or Defense  
3 Counsel seek to solicit or otherwise encourage or discourage Class Members from  
4 submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.  
5 Non-Participating Class Members (*i.e.*, Class Members who submit valid Requests for  
6 Exclusion) may not submit an Objection to the Settlement. If a Class Member submits  
7 both a Request for Exclusion and an Objection, the Request for Exclusion will be deemed  
8 controlling.

9 20. "PAGA Members" or "PAGA Class" means: The subset of Class Members  
10 who worked for Defendant during the PAGA Period.

11 21. "PAGA Notice" means the July 22, 2021 letter that Class Counsel sent to the  
12 California Labor Workforce Development Agency ("LWDA"), on behalf of Plaintiff,  
13 pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff's administrative  
14 remedies under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal.  
15 Lab. Code §§2698, *et seq.*

16 22. "PAGA Payment" means the amount of One Hundred Sixty Five Thousand  
17 Eight Hundred and Forty One Dollars (\$165,841.00), subject to Court approval, to be  
18 paid from the Gross Settlement Amount for satisfaction of Plaintiff and Class Members'  
19 claims under the California Private Attorneys' General Act of 2004, California Labor  
20 Code sections 2698, *et seq.* ("PAGA"). Pursuant to the PAGA, seventy five percent  
21 (75%) of the PAGA Payment, or One Hundred Twenty Four Thousand Three Hundred  
22 and Eighty Dollars and Seventy Five Cents (\$124,380.75), will be paid to the LWDA  
23 and twenty five percent (25%), or Forty One Thousand Four Hundred and Sixty Dollars  
24 and Twenty Five Cents (\$41,460.25), will be distributed as the Individual PAGA  
25 Payments to Class Members.

26 23. "PAGA Period" shall be July 22, 2020 through March 7, 2023.

27 24. "PAGA Release" or "PAGA Released Claims" means the release by all  
28 PAGA Members for all claims for civil penalties under PAGA that arise out of or relate

1 to alleged violations of California Labor Code §§ 201-204, 221-223, 226, 226.7, 510,  
2 512, 1174, 1174.5, 1194, and 1198; and California Code of Regulations, Title 8 § 11040  
3 §§ 3 & 7, 11-12, and under Business & Professions Code §§ 17200-17208, as pled in the  
4 PAGA Notice and Class Action and PAGA Complaint, during the PAGA Period. In  
5 light of the binding nature of a PAGA judgment on non-party employees pursuant to  
6 *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by  
7 Defendant who exclude themselves from this Settlement shall still receive an Individual  
8 PAGA Payment directly from the Settlement Administrator for the amount of each such  
9 individual's estimated share of the PAGA Payment as calculated by the Settlement  
10 Administrator, and shall not be able to object to or exclude themselves from releasing  
11 the PAGA Released Claims against Defendant (*i.e.*, PAGA Members, as defined above).

12 25. "Participating Class Members" means Plaintiff and all other Class Members  
13 who do not submit a valid and timely Request for Exclusion, as well as PAGA Members.

14 26. "Preliminary Approval Order" means the order to be issued by the Court  
15 approving and authorizing the mailing and emailing of the Settlement Notice by the  
16 Settlement Administrator, setting the date of the Final Approval Hearing and granting  
17 preliminary approval of the Settlement set forth in this Stipulation of Settlement, among  
18 other things. A proposed Preliminary Approval Order shall be mutually agreed upon by  
19 the Parties and submitted to the Court concurrently with Plaintiff's Motion for  
20 Preliminary Approval of the Settlement.

21 27. "Released Claims" includes all claims under state or local law, whether  
22 statutory, common law, or administrative law, whether in law or equity, for the claims  
23 that were pled in the Complaint, based on or arising out of the factual allegations therein,  
24 during the Class Period, including: (a) all claims for failure to pay minimum wages under  
25 Cal. Labor Code §§ 204, 1194, 1194.2, and 1198; (b) all claims for failure to pay  
26 overtime wages under Cal. Labor Code §§ 204, 510, 1194, and 1199; (c) all claims for  
27 failure to authorize and permit required rest breaks under Cal. Labor Code §§ 226.7 and  
28 512 and the applicable IWC Wage Orders; (d) all claims for failure to provide required



1 meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage  
2 Order; (e) all claims for failure to maintain accurate employment records under Cal.  
3 Labor Code §§ 1174 and 1174.5; (f) all claims for failure to timely pay wages during  
4 employment under Cal. Labor Code §§ 204, 210(a), and 216; (g) all claims for failure  
5 to pay all wages earned and unpaid at separation under Cal. Labor Code §§ 201-203;  
6 (h) all claims for failure to furnish accurate itemized wage statements under Cal. Labor  
7 Code §§ 226; (i) violation of California's Unfair Competition Law, Cal. Bus. &  
8 Professions Code §§ 17200, *et seq.*; and (j) civil penalties under the Private Attorneys  
9 General Act (California Labor Code sections 2698, *et seq.*, including incorporated or  
10 related claims based on alleged violations of California Labor Code §§ 201-204, 221-  
11 223, 226, 226.7, 510, 512, 1174, 1174.5, 1194, and 1198; and California Code of  
12 Regulations, Title 8 § 11040 §§ 3 & 7, 11-12, and under Business & Professions Code  
13 §§ 17200-17208).

14 28. "Released Parties" means Defendant and its affiliated companies, owners,  
15 parents, members, subsidiaries, related companies and business concerns, past and  
16 present, including successors and predecessors, and each of them, as well as each of their  
17 clients for whom Class Members performed services, insurers, partners, trustees,  
18 directors, shareholders, officers, agents, attorneys, servants and employees, past and  
19 present, and each of them.

20 29. "Request for Exclusion" means a written statement submitted by a Class  
21 Member indicating a request to be excluded from the Settlement. The Request for  
22 Exclusion must be in writing and (i) be signed or e-signed by the Class Member;  
23 (ii) contain the name, address, telephone number, and the last four digits of the Social  
24 Security number of the Class Member requesting exclusion; (iii) clearly state that the Class  
25 Member does not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or  
26 mail to the Settlement Administrator at the specific email address, mailing address, and/or  
27 facsimile number; and (v) be e-mailed, faxed, or postmarked on or before the Response  
28 Deadline. The date of the e-mail, fax, or postmark on the return mailing envelope will be

1 the exclusive means to determine whether a Request for Exclusion has been timely  
2 submitted. A Class Member who does not request exclusion from the Settlement will be  
3 deemed a Participating Class Member and will be bound by all terms of the Settlement, if  
4 the Settlement is granted final approval by the Court. Any Class Member who validly  
5 requests to be excluded from the Settlement will no longer be a member of the Settlement  
6 Class and will not have any right to object, appeal, or comment on the Settlement, but will  
7 remain as PAGA Member(s), and will receive an Individual PAGA Payment for the  
8 PAGA Released Claims if he or she is a PAGA Member. No later than ten (10) calendar  
9 days after the Response Deadline, the Settlement Administrator shall provide Class  
10 Counsel and Defense Counsel with a complete list of all Class Members who submitted a  
11 timely and valid Request for Exclusion.

12 30. "Response Deadline" means the deadline by which Class Members must e-  
13 mail, fax, or mail to the Settlement Administrator a valid Request for Exclusion, Notice  
14 of Objection, or Workshift Dispute. The Response Deadline will be forty-five (45)  
15 calendar days from the later of the initial mailing or emailing of the Settlement Notices  
16 by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday,  
17 in which case the Response Deadline will be extended to the next day on which the U.S.  
18 Postal Service is open. The Response Deadline may also be extended by express  
19 agreement between Class Counsel and Defense Counsel. Under no circumstances,  
20 however, will the Administrator have the unilateral authority to extend the deadline for  
21 Class Members to submit a Request for Exclusion, Notice of Objection, or Workshift  
22 Dispute to the settlement.

23 31. "Settlement" means the final and complete disposition of the Action pursuant  
24 to this Stipulation of Settlement.

25 32. "Settlement Administrator" or "Administrator" means JND Legal  
26 Administration, the third-party settlement administrator agreed to by the Parties, to be  
27 approved by the Court for purposes of administering this settlement. The Parties each  
28 represent that they will not have any financial interest in the Settlement Administrator

1 or otherwise have a relationship with the Settlement Administrator that could create a  
2 conflict of interest.

3 33. "Settlement Administration Costs" means the reasonable costs and fees of  
4 administering the Settlement to be paid from the Gross Settlement Amount, which are  
5 currently estimated not to exceed ~~\$33,000~~39,220, exclusive of a second and/or third  
6 distribution pursuant to Paragraph 61(g)(1) & (2) (the final amount subject to reasonable  
7 adjustment based on particularities of the settlement administration and Court approval),  
8 including, but not limited to: (i) printing, emailing ~~(where applicable)~~, mailing and re-  
9 mailing (if necessary) of Settlement Notices to Class Members; (ii) preparing and  
10 submitting to Class Members and government entities all appropriate tax filings and  
11 forms; (iii) computing the amount of and distributing Individual Settlement Awards, the  
12 Class Representative Service Award, and the Class Counsel Award; (iv) processing and  
13 validating Requests for Exclusion; (v) establishing a Qualified Settlement Fund, as  
14 defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate  
15 government agencies all employer and employee payroll tax obligations arising from the  
16 Settlement and preparing and submitting filings required by law in connection with the  
17 payments required by the Settlement; (vii) transmitting uncashed Individual Settlement  
18 Award payments to the designated and Court-approved *cy pres* beneficiary; and (viii)  
19 printing and mailing of all mandated Class Action Fairness Act (CAFA) Settlement  
20 Notices.

21 34. "Settlement Notice" means the Notice of Class Action Settlement, substantially  
22 in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the  
23 Settlement Administrator shall mail ~~(and email, where applicable)~~ to each Class Member  
24 containing: (i) information regarding the nature of the Action; (ii) a summary of the  
25 Settlement's principal terms; (iii) the Class definitions; (iv) the total number of Workshifts  
26 the respective Class Member worked for Defendant during the Class Period and PAGA  
27 Period (according to Defendant's best available records, and as further set forth in the  
28 definition of "Workshifts" herein); ~~(v)~~ the Class Member's estimated Individual

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 Settlement Award, as well as the formula for calculating the Individual Settlement Award;  
2 (vi) the dates which comprise the Class and PAGA Periods; (vii) instructions on how to  
3 submit disputes regarding Workshifts, Requests for Exclusion, and/or Notices of  
4 Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to the  
5 Settlement of the Action.

6 35. "Workshifts" means the number of shifts worked by each Class Member for  
7 Defendant as a non-exempt nurse assigned to work at COVID-19 testing and/or  
8 vaccination sites for San Bernardino County (including Arrowhead Regional Medical  
9 Center), or K-12 schools for LAUSD or Ginkgo in California during the Class Period  
10 (or, where used as part of the PAGA Payment calculation, during the PAGA Period).  
11 For purposes of payment, a Workshift shall be defined as any discrete period of time  
12 in a day during which the Class Member worked. If there are two or more consecutive  
13 hours of time during which the Class Member is completely relieved of duty between  
14 periods of work time, then each period of work time will be considered a separate  
15 Workshift. To the extent Defendant does not have information about shifts worked  
16 readily available due to gaps in electronic or paper time records, Defendant shall use  
17 its best available information, including extrapolations where necessary, to compute  
18 actual Workshifts, and shall provide that information to the Settlement Administrator.

19 36. "Workshift Dispute" means a written statement that a Class Member disputes  
20 the number of Workshifts, as defined herein, and/or dates of employment, listed on  
21 his/her Settlement Notice. Any such Workshift Dispute must be e-mailed, faxed or  
22 mailed to the Settlement Administrator by the Response Deadline. The date of the e-mail,  
23 fax, or postmark on the mailing envelope will be the exclusive means to determine whether  
24 a Workshift Dispute has been timely submitted. A valid Workshift Dispute must be in  
25 writing and contain: (i) the Class Member's full name, signature, address, telephone  
26 number, and the last four digits of his/her Social Security number; (ii) the number of  
27 Workshifts the Class Member contends is correct; and (iii) any evidence supporting his/her  
28 contention. The dates of employment identified for each Class Member in the applicable

1 Class Lists and the number of Workshifts for each Class Member as defined herein will be  
2 presumed to be correct, unless a particular Class Member demonstrates otherwise to the  
3 Settlement Administrator by credible evidence. All Workshift Disputes will be resolved  
4 and decided by the Settlement Administrator, with consultation with Defense Counsel and  
5 Class Counsel as appropriate. ~~If the Workshift Dispute cannot be resolved by the~~  
6 ~~Settlement Administrator, then it shall be resolved by the Court.~~

7 37. "Workshift Value" means the value of each compensable Workshift, as  
8 determined by the formula set forth herein.

9 **RECITALS**

10 38. This Settlement is made and entered into by and between Plaintiff and  
11 Defendant, and is subject to the terms and conditions hereof, and to the Court's approval.  
12 The Parties expressly acknowledge that this Agreement is entered into solely for the  
13 purpose of compromising significantly disputed claims and that nothing herein is an  
14 admission of liability or wrongdoing by Defendant or the other Released Parties. The  
15 Released Parties deny that they are liable to Plaintiff or the Class Members and deny that  
16 they have violated any law.

17 39. Pleading History.

- 18 a. On July 22, 2021, Plaintiff submitted the PAGA Notice to the LWDA for  
19 the purpose of complying with California Labor Code § 2699.3's notice  
20 requirement.
- 21 b. Thereafter, the parties entered into a tolling agreement under which  
22 Defendant agreed to toll the statute of limitation effective October 8, 2021,  
23 on all claims based on alleged off-the-clock or meal or rest period  
24 violations under the California Labor Code, California Industrial Welfare  
25 Commission Wage Orders or Section 17200 of the California Business and  
26 Professions Code asserted on behalf of Plaintiff, the Class Members, and  
27 the aggrieved employees alleged herein. The purpose of the tolling  
28 agreement was to facilitate settlement discussions; however, the parties did

1 not resolve the claims and Plaintiff thereafter provided notice to Defendant  
2 that she would file a class action complaint.

3 c. On February 7, 2022, Plaintiff filed a class action and PAGA lawsuit in the  
4 Superior Court for the State of California, County of San Bernardino.

5 d. On May 19, 2022, Defendant filed a Notice of Removal to the United  
6 States District Court, Central District of California.

7 40. Investigation. Plaintiff's counsel diligently investigated the proposed Class  
8 Members' claims against Defendant, including applicable defenses and the applicable  
9 law, through the exchange of informal discovery and legal argument. After Plaintiff filed  
10 the Complaint, the Parties agreed to participate in an initial mediation.

11 41. Document Production. Before and in connection with the mediation,  
12 Defendant produced documents for Plaintiff's review. The documents included the  
13 written information and instructions provided to nurses concerning timecard completion,  
14 timecard protocol, and meal break requirements and procedures. They also included  
15 Defendant's Travel Assignment Contract for nurses in California, which also showed  
16 Defendant's policies regarding hourly pay, recording hours worked, and meal and rest  
17 periods. Additionally, Defendant produced a copy of Defendant's mandatory arbitration  
18 agreement, which contains a class and collective action waiver, among other provisions.

19 42. Data Production. Defendant also produced data showing the following  
20 information for each putative class member: (a) the job title of the nurse; (b) the date of  
21 each Workshift; (b) the hours clocked-in for each Workshift; (c) the hourly pay rate paid  
22 for each Workshift; (d) the location of the assignment for each Workshift; and (e) the  
23 type of service corresponding to each Workshift (e.g. COVID-19 testing and/or  
24 vaccination, hospital work, school services, etc.) Defendant also provided workweek  
25 information from which the number of wage statements issued to each Class Member  
26 could be calculated.

27 43. After the initial mediation, Defendant also provided confirmatory discovery  
28 regarding the data sources for the composition of the class list, hours worked and shift

1 counts; meal and rest period premium totals; additional information regarding client  
2 types including assignments on which RCM was the subcontractor for another  
3 professional staffing agency; and additional timekeeping and meal and rest break  
4 policies.

5 44. This foregoing production of documents and data allowed Plaintiff to conduct  
6 an exposure analysis.

7 45. First Mediation. On December 7, 2022, Defendant and Plaintiff participated  
8 in a full-day mediation with Michael Loeb, Esq. That evening, Mr. Loeb issued a  
9 mediator's proposal. The Parties accepted the mediator's proposal; however, the Court  
10 denied approval of the settlement.

11 46. Discovery. Following the initial mediation, the parties engaged in substantial  
12 written discovery, additional data production and depositions. Defendant produced  
13 additional documents and data beyond what was earlier produced. This consisted of class  
14 member contact information and additional policies and additional procedures  
15 applicable to California placements during the putative class period, as well as timecards,  
16 acknowledgments of timekeeping, meal period and rest break policies, signed meal  
17 period waivers, and arbitration agreements. Plaintiff also propounded, and Defendant  
18 answered, interrogatories regarding the breakdown of assignment types and work  
19 settings for Class Members, including related information pertaining to that breakdown.  
20 Defendant also supplemented information produced previously in the case showing, by  
21 employee ID, the daily work hours recorded, the type of service being provided, the  
22 applicable wage rates, and related information. Defendant took the deposition of the  
23 named Plaintiff. Plaintiff took the deposition of Defendant's Director of National  
24 Recruiting, and the deposition of Defendant's 30(b)(6) designee on topics including: the  
25 work assignments, settings, and job duties of the putative class members; the policies,  
26 procedures, and practices pertaining to meal and rest periods; the policies, procedures,  
27 and practices pertaining to wages and compensation of putative class members; and the  
28 policies, procedures, and practices pertaining to approval and/or payment of overtime

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1 and double time, amongst other topics. Plaintiff also interviewed putative class members  
2 and collected signed declarations. On June 21, 2024, Plaintiff filed a motion for class  
3 certification.

4 47. Second Mediation. Informed by this further investigation and discovery, the  
5 Parties engaged in a second day-long mediation on July 2, 2024, with mediator Michael  
6 Loeb. That evening, Mr. Loeb issued a mediator's proposal settling the case as to a  
7 narrower class, shorter class period, and higher per class member recovery than under  
8 the previous settlement agreement, which the Parties accepted.

9 48. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class  
10 Counsel recognize the expense and length of continued proceedings necessary to litigate  
11 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff  
12 also has taken into account the uncertainty and risks of the outcome of further litigation,  
13 and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel  
14 are also aware of the burdens of proof necessary to establish liability for the claims  
15 asserted in the Action, both generally and in response to Defendant's defenses thereto,  
16 and the risks and uncertainties in establishing damages, penalties, restitution, and other  
17 relief sought in the Action. Plaintiff and Class Counsel also have taken into account  
18 Defendant's agreement to enter into a settlement that confers substantial benefits upon  
19 the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined  
20 that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and  
21 reasonable and is in the best interests of all Class Members.

22 49. Defendant's Position. Defendant has concluded that further defense of the  
23 Action would be protracted and expensive. Substantial amounts of Defendant's time,  
24 energy, and resources have been, and unless this Settlement is completed, shall continue to  
25 be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken  
26 into account the risks of further litigation in reaching its decision to enter into this  
27 Settlement. Defendant denies Plaintiff's allegations, and will stipulate for settlement  
28 purposes only that Plaintiff is a suitable class representative or aggrieved employee, and



1 reserves all rights in the event this settlement is not approved, including the right to  
2 contest suitability for class certification on any basis. This Stipulation of Settlement is a  
3 compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no  
4 documents referred to herein, and no action taken to carry out this Stipulation of  
5 Settlement, shall be construed or used as an admission by or against Defendant as to the  
6 merits or lack thereof of the claims asserted in the Action. In the event this Settlement does  
7 not obtain final approval, Defendant retains all rights to defend itself in this matter and to  
8 take any actions in defense of itself that are available to Defendant.

9 **CLASS CERTIFICATION**

10 50. Solely for purposes of settling the Action, and not for purposes of class  
11 certification should the Settlement not be approved or for any other reason, the Parties  
12 stipulate and agree that the requisites for establishing class certification with respect to  
13 the Settlement Class have been met and are met. More specifically, for purposes of  
14 settlement only, the Parties stipulate and agree that:

- 15 a. The Settlement Class is ascertainable and so numerous as to make it  
16 impracticable to join all Class Members;  
17 b. There are common questions of law and fact;  
18 c. Plaintiff's claims are typical of the claims of the Class Members;  
19 d. Plaintiff and Class Counsel will fairly and adequately protect the interests  
20 of the Class Members;  
21 e. The prosecution of separate actions by individual Class Members would  
22 create the risk of inconsistent or varying adjudications, which would  
23 establish incompatible standards of conduct; and  
24 f. Questions of law and fact common to the Class Members predominate  
25 over any questions affecting any individual Class Member, and a class  
26 action is superior to other available means for the fair and efficient  
27 adjudication of the controversy.  
28

1 51. Should this Settlement not be finally approved or be terminated, all  
2 stipulations set forth in the immediately preceding Paragraph shall be null and void and  
3 shall not be admissible for any purpose whatsoever.

4 **TERMS OF SETTLEMENT**

5 NOW THEREFORE, in consideration of the mutual covenants, promises, and  
6 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7 52. Binding Settlement. This Settlement shall bind the Parties, all Participating  
8 Class Members, and PAGA Members, subject to the terms and conditions hereof and the  
9 Court's approval.

10 53. Settlement Consideration. Defendant shall pay the sum of the Gross  
11 Settlement Amount of One Million Six Hundred Fifty Eight Thousand Four Hundred  
12 Ten Dollars (\$1,658,410.00), plus any amount required by the Escalator Clause at  
13 Paragraph 68 below, if that clause is triggered, as specified in this Agreement in full  
14 satisfaction of all claims arising from the Action, which shall be used to pay:  
15 (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative  
16 Service Award; (4) Settlement Administration Costs to the Settlement Administrator;  
17 and (5) the PAGA Settlement Amount (including LWDA payment). The Parties agree  
18 that this is a non-reversionary Settlement and that no portion of the Gross Settlement  
19 Amount shall revert to Defendant. With the express exception of employer-side payroll  
20 taxes to be paid by Defendant, in no event will Defendant, or any of the Released Parties  
21 be required to pay more than the Gross Settlement Amount.

22 54. PAGA Settlement Amount. Subject to Court approval, the Parties agree that  
23 the amount of One Hundred Sixty Five Thousand Eight Hundred and Forty One Dollars  
24 (\$165,841.00) of the Gross Settlement Amount shall be designated for satisfaction of  
25 claims for civil penalties under the PAGA. The Settlement Administration shall pay  
26 seventy-five percent (75%) of the PAGA Settlement Amount, i.e., the sum of One  
27 Hundred Twenty Four Thousand Three Hundred and Eighty Dollars and Seventy Five  
28 Cents (\$124,380.75), to the LWDA. The remaining twenty-five percent (25%), i.e., the

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1 sum of Forty One Thousand Four Hundred and Sixty Dollars and Twenty Five Cents  
2 (\$41,460.25), shall be part of the Net Settlement Amount to be distributed to PAGA  
3 Members — as per this Agreement.

4 55. Tax Liability. The Parties make no representations as to the tax treatment or  
5 legal effect of the payments specified herein, and Participating Class Members and PAGA  
6 Members are not relying on any statement or representation by the Parties, Class Counsel  
7 or Defense Counsel in this regard. Participating Class Members and PAGA Members, as  
8 well as Class Counsel, understand and agree that they shall be solely and legally  
9 responsible for the payment of all applicable taxes and penalties assessed on the payments  
10 specified herein.

11 56. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no  
12 provision of this Stipulation of Settlement, and no written communication or disclosure  
13 between or among the Parties, Class Counsel or Defense Counsel and other advisers, is  
14 or was intended to be, nor shall any such communication or disclosure constitute or be  
15 construed or be relied upon as, tax advice within the meaning of United States Treasury  
16 Department Circular 230 (31 CFR Part 10, as amended); (ii) the acknowledging party  
17 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for  
18 advice (including tax advice) in connection with this Stipulation of Settlement, (b) has  
19 not entered into this Stipulation of Settlement based upon the recommendation of any  
20 other party or any attorney or advisor to any other party, and (c) is not entitled to rely  
21 upon any communication or disclosure by any attorney or advisor to any other party to  
22 avoid any tax penalty that may be imposed on the acknowledging party; and (iii) no  
23 attorney or advisor to any other party has imposed any limitation that protects the  
24 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether  
25 such limitation is legally binding) upon disclosure by the acknowledging party of the tax  
26 treatment or tax structure of any transaction, including any transaction contemplated by  
27 this Stipulation of Settlement.

57. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiff's Motion for Preliminary Approval to take place at a time mutually agreed to by the Parties so that the Parties may request provisional certification of the Settlement Classes for settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Plaintiff shall provide Defense Counsel with a reasonable opportunity to review and provide comments on the draft Preliminary Approval pleadings, including the proposed Order, prior to Plaintiff submitting the Motion for Preliminary Approval to the Court.

58. Release by All Participating Class Members. All Participating Class Members, including Plaintiff, shall be deemed to have released their respective Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount is made by Defendant. Plaintiff and Class Members who do not submit a valid Request for Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Class Period. Each Participating Class Member (*i.e.*, each Class Member who has not submitted a valid Request for Exclusion) fully releases and discharges the Released Parties as to all Released Claims during the Class Period.

59. PAGA Release by LWDA and All PAGA Members. All PAGA Members, including Plaintiff, and the LWDA, shall be deemed to have released their respective PAGA Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount is made by Defendant. It is understood that Class Members and PAGA Members will not have the opportunity to request exclusion from, or object to, the PAGA Release. Further, all Class Members, the LWDA, and PAGA Members are bound by the PAGA Release regardless of whether they cash and/or otherwise negotiate an Individual PAGA Payment.

1           60. Additional Release and Waiver of Claims by Plaintiff. In addition to the release  
2 of Released Claims and PAGA Released Claims against the Released Parties, as set forth  
3 above, Plaintiff, in her individual capacity, agrees to release the Released Parties from any  
4 and all claims, known and unknown, under federal, state and/or local law, statute,  
5 ordinance, regulation, common law, or other source of law, arising as of the date of  
6 execution of this Agreement including but not limited to claims arising from or related to  
7 her employment with Defendant and her compensation while an employee of Defendant  
8 (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include all claims, whether  
9 known or unknown. Even if Plaintiff discovers facts in addition to or different from  
10 those that she now knows or believes to be true with respect to the subject matter of  
11 Plaintiff’s Released Claims, those claims will remain released and forever barred. To  
12 effect a full and complete general release as described above, Plaintiff expressly waives  
13 and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of  
14 California, and does so understanding and acknowledging the significance and  
15 consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the  
16 State of California states as follows:

17           **A general release does not extend to claims that the creditor or**  
18           **releasing party does not know or suspect to exist in his or her**  
19           **favor at the time of executing the release and that, if known by**  
20           **him or her, would have materially affected his or her settlement**  
21           **with the debtor or released party.**

22 Thus, notwithstanding the provisions of Section 1542, and to implement a full and  
23 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges  
24 this Stipulation of Settlement is intended to include in its effect, without limitation, all  
25 claims Plaintiff does not know or suspect to exist in Plaintiff’s favor at the time of signing  
26 this Stipulation of Settlement, and that this Stipulation of Settlement contemplates the  
27 extinguishment of any such claims. Plaintiff warrants that she has read this Stipulation of  
28 Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff  
has consulted with or had the opportunity to consult with counsel of Plaintiff’s choosing  
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1 about this Stipulation of Settlement and specifically about the waiver of section 1542, and  
2 that Plaintiff understands this Stipulation of Settlement and the section 1542 waiver, and  
3 so Plaintiff freely and knowingly enters into this Stipulation of Settlement. Plaintiff further  
4 acknowledges that Plaintiff later may discover facts different from or in addition to those  
5 Plaintiff now know or believe to be true regarding the matters released or described in this  
6 Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements  
7 contained in this Stipulation of Settlement shall remain effective in all respects  
8 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly  
9 assumes any and all risk of any mistake in connection with the true facts involved in the  
10 matters, disputes, or controversies released or described in this Stipulation of Settlement  
11 or with regard to any facts now unknown to Plaintiff relating thereto.

12 61. Settlement Administration.

13 a. Within fourteen (14) calendar days of entry of the Preliminary Approval  
14 Order, Defendant shall provide the Settlement Administrator with the Class List for  
15 purposes of emailing ~~(where applicable)~~ and mailing the Settlement Notices to Class  
16 Members. No later than three (3) business days after receipt of the Class Data, the  
17 Settlement Administrator shall notify Class Counsel that the list has been received and  
18 state the number of Class Members and Workshifts in the Class Data. The Administrator  
19 must maintain the Class List as private and confidential, use the Class List only for  
20 purposes of this Settlement, and restrict access to the Class List to Administrator  
21 employees who need access to the Class Data. However, the Administrator may share  
22 an individual Class Member's Class Data with both RCM Counsel and Class Counsel  
23 simultaneously (and in no event share only with Class Counsel) in response to  
24 affirmative outreach from the individual Class Member and only the amount of that  
25 Class Member's Class Data as is necessary to resolve the issue and as necessary for Class  
26 Counsel to fulfill their duties to the Class with respect to this Settlement. Class Counsel  
27 shall not use Class Data to solicit clients or for any reason other than the administration  
28 of the Settlement. Defendant has a continuing duty to immediately notify the

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1 Administrator and Class Counsel if it discovers that the Class Data omitted a Class  
2 Member and to provide corrected Class Data as soon as reasonably feasible. Without  
3 any extension of the deadline by which Defendant must send the Class Data to the  
4 Administrator, the Parties and their counsel will expeditiously use best efforts, in good  
5 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class  
6 Data.

7 i. Notice by email and First Class U.S. Mail. Upon receipt of the Class  
8 List, the Settlement Administrator shall perform a search based on the National Change of  
9 Address Database maintained by the United States Postal Service to update and correct any  
10 known or identifiable address changes. Within fourteen (14) calendar days after receiving  
11 the Class List from Defendant as provided herein, the Settlement Administrator shall  
12 ~~mail~~send copies of the Settlement Notice to all Class Members via regular First-Class U.S.  
13 Mail; and email ~~the Settlement Notice~~ to all Class Members for whom Defendant possesses  
14 an email address. The Settlement Administrator shall exercise its best judgment to determine  
15 the current mailing address for each Class Member. The address identified by the Settlement  
16 Administrator as the current mailing address shall be presumed to be the most current  
17 mailing address for each Class Member. The Parties agree that this procedure for notice  
18 complies with due process.

19 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to  
20 the Settlement Administrator as non-deliverable on or before the Response Deadline shall  
21 be re-mailed to the forwarding address affixed thereto within three (3) business days of  
22 receipt of the returned Settlement Notice by the Settlement Administrator. If no  
23 forwarding address is provided, the Settlement Administrator shall attempt to determine a  
24 correct address by the use of skip-tracing, or other type of automated search, using the  
25 name, address and/or Social Security number of the Class Member involved, and shall  
26 then perform a re-mailing to the Class Member whose Settlement Notice was returned as  
27 non-deliverable within five (5) calendar days of receipt of the returned Settlement Notice  
28 by the Settlement Administrator, assuming another mailing address is identified by the

1 Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice  
2 shall have their Response Deadline extended by the number of calendar days that elapsed  
3 from the date that the Class Member's original Settlement Notice was mailed to the date  
4 the Settlement Administrator re-mails the Settlement Notice. In the event a re-mailed  
5 Settlement Notice is returned as undeliverable without a forwarding address and the  
6 Settlement Administrator cannot verify a correct address for the Class Member even  
7 through skip-tracing, the Parties will make reasonable efforts to search for a current  
8 email address for the Class Member and, if one is located, provide it to the Settlement  
9 Administrator to send the Settlement Notice to the Class Member. If these procedures  
10 are followed, notice to Class Members shall be deemed to have been fully satisfied, and if  
11 the intended recipient of the Settlement Notice does not receive the Settlement Notice, the  
12 intended recipient shall nevertheless remain a Class Member and shall be bound by all  
13 terms of the Settlement and the Final Order and Judgment.

14 iii. Settlement Website. From the date on which the Settlement Notice is  
15 first mailed or emailed pursuant to Section 61(a)(i), above, until the date on which the  
16 final Settlement Awards and Individual PAGA Payments are sent to Participating Class  
17 Members, the Settlement Administrator shall host an informational settlement website.  
18 The settlement website will contain the Settlement Notice, Settlement Agreement,  
19 Motion for Preliminary Approval of the Settlement Agreement, and Motion for  
20 Attorneys' Fees and Costs and Service Award. The parties will agree upon a neutrally  
21 worded URL for the website. The website will contain no advertising or promotional  
22 materials. The purpose of the website is purely informational and to effectuate best  
23 practicable notice.

24 iv. Determination of Individual Settlement Awards and Individual PAGA  
25 Payments. The Settlement Administrator shall determine the eligibility for, and the  
26 amounts of, each Individual Settlement Award and Individual PAGA Payment under the  
27 terms of this Stipulation of Settlement, based on the Workshift and Adjusted Workshift  
28 information provided by Defendant as defined above. The Settlement Administrator's



1 determination of the eligibility for and amount of each Individual Settlement Award and  
2 Individual PAGA Payment shall be binding upon the Class Members and the Parties;  
3 however, it is subject to Court review as appropriate.

4 ~~v. Disputes Regarding Administration of Settlement. Any dispute not~~  
5 ~~resolved by the Settlement Administrator concerning the administration of the~~  
6 ~~Settlement, in consultation with Class Counsel and Defense Counsel, shall be resolved~~  
7 ~~by the Court.~~

8 b. Certification Reports Regarding Individual Settlement Award Calculations.  
9 The Settlement Administrator will provide Defense counsel and Class Counsel a weekly  
10 report which certifies: (i) the number of Class Members who have submitted valid  
11 Requests for Exclusion or Notices of Objections; and (ii) whether any Class Member has  
12 submitted a challenge to any information contained in their Settlement Notice, including  
13 but not limited to the number of Class Members from the Settlement Classes who have  
14 submitted a Workshift Dispute.

15 c. Best Efforts. The Parties agree to use their best efforts to carry out the terms  
16 of this Settlement.

17 d. Funding and Allocation of Gross Settlement Amount. No later than the date  
18 scheduled for the final fairness hearing, the Settlement Administrator shall provide  
19 Defendant with instructions for remitting payment of the Gross Settlement Amount into a  
20 Qualified Settlement Fund being maintained by the Settlement Administrator. Within  
21 seven (7) calendar days after the Effective Date, Defendant shall pay the Gross Settlement  
22 Amount into the Qualified Settlement Fund maintained by the Settlement Administrator.  
23 Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall  
24 provide Defendant with final funding calculations, including employer-side taxes to be  
25 paid separately to the Gross Settlement Amount, as well as instructions for remitting  
26 payment. Defendant shall then pay the employer-sided taxes within fourteen (14) calendar  
27 days after the Effective Date. Defendant shall provide the Gross Settlement Amount and  
28 employer-side taxes to the Settlement Administrator in any feasible manner, including, but

1 not limited to, by way of a wire transfer. If this Settlement is not finally approved by the  
2 Court in full, or is terminated, rescinded, canceled, or fails to become effective for any  
3 reason, or if the Effective Date does not occur, then no portion of the Gross Settlement  
4 Amount shall be paid.

5 e. Payments to the Class Members. Class Members shall not be required to  
6 submit a claim in order to receive a share of the Net Settlement Amount or an Individual  
7 PAGA Payment, and no portion of the Gross Settlement Amount shall revert to  
8 Defendant or result in an unpaid residue. The Settlement Administrator shall first  
9 compute the Net Settlement Amount by deducting from the Gross Settlement Amount  
10 approved by the Court for the Class Counsel Award, Class Representative Service  
11 Award, PAGA Payment, and Settlement Administration Costs. To the extent the Court  
12 does not approve the full requested attorneys' fees, litigation costs, enhancement  
13 payments or settlement administration costs, the Net Settlement Amount will increase  
14 accordingly, by the difference between the requested amount and the amount awarded  
15 by the Court.

16 f. Individual Settlement Award: From the Net Settlement Amount, the  
17 Settlement Administrator will calculate each Individual Settlement Award as follows:

18 i. The Settlement Administrator will weight each Workshift to calculate  
19 Adjusted Workshifts based on assignment type as follows:

20 (1) Ginkgo Bioworks = 1.00 Adjusted Workshift due to the shorter  
21 average shift length (4.7 hours) and shifts that were guaranteed  
22 paid for 6 hours, regardless of whether worked in whole or in part;

23 (2) LAUSD and San Bernardino County (pop up sites and Arrowhead  
24 Regional Medical Center) = 1.50 Adjusted Workshift.

25 ii. The Settlement Administrator will divide the General Claim Fund by  
26 the total number of Adjusted Workshifts, resulting in the Adjusted Workshift Value.

27 iii. The Settlement Administrator will calculate each Participating Class  
28 Member's share of the General Claim Fund by multiplying the Adjusted Workshift

1 Value by the number of Adjusted Workshifts worked by that Participating Class  
2 Member;

3 iv. All Workshift Disputes will be resolved and decided by the Settlement  
4 Administrator, in consultation with Class Counsel and/or Defense Counsel, as  
5 appropriate, ~~and subject to review by the Court as needed.~~

6 g. Individual PAGA Payment: The Settlement Administrator will calculate each  
7 PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA  
8 Payment to be distributed to PAGA Members by the total number of Pay Periods during  
9 the PAGA Period for all PAGA Members, resulting in the PAGA Pay Period Value; and  
10 then multiplying the PAGA Pay Period Value by the number of Pay Periods for each  
11 PAGA Member during the PAGA Period, as defined above.

12 i. Individual Settlement Award and Individual PAGA Payments shall be  
13 mailed by the Settlement Administrator by regular First Class U.S. Mail to each  
14 Participating Class Member and/or PAGA Member's last known mailing address  
15 (including any updated address obtained from the mailing of the Settlement Notice)  
16 within ten (10) calendar days after Defendant provides the Settlement Administrator  
17 with the Gross Settlement Amount and employer-side taxes. Prior to mailing the  
18 Individual Settlement Awards and the Individual PAGA Payments, the Settlement  
19 Administrator shall perform a search based on the National Change of Address Database  
20 maintained by the United States Postal Service to update and correct any known or  
21 identifiable address changes. The Settlement Administrator shall also attempt at least  
22 one re-mailing of any Individual Settlement Award returned as undeliverable to any  
23 forwarding address provided and, if no forwarding address is provided, the Settlement  
24 Administrator will perform at least one skip-trace and re-mailing the Individual  
25 Settlement Award to any updated address obtained.

26 ii. Individual Settlement Awards shall be allocated as follows: one-third  
27 (33%) as alleged unpaid wages subject to all applicable tax withholdings; one-third  
28 (33%) as alleged unpaid interest; and one-third (33%) as alleged unpaid penalties.

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1 Individual PAGA Awards shall be allocated as alleged unpaid civil penalties for which  
2 an IRS Form 1099 shall be issued. The Settlement Administrator shall issue an IRS  
3 Form W-2 to each Participating Class Member for the portion of each Individual  
4 Settlement Award payment allocated as alleged unpaid wages and subject to all  
5 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form  
6 1099 to each Participating Class Member and PAGA Member for the portion of each  
7 Individual Settlement Award and for the Individual PAGA Payment allocated as alleged  
8 unpaid nonwage penalties and interest and not subject to payroll tax withholdings, to the  
9 extent such issuance is required by law. The Settlement Administrator shall calculate  
10 the amount of the Employer's Share of Payroll Taxes and shall remit and report the  
11 applicable portions of the payroll tax payment to the appropriate taxing authorities in a  
12 timely manner. Defendant will be responsible for paying its portion of the Payroll Taxes  
13 and this amount will not be deducted from the GSA.

14 iii. Participating Class Members will have 180 days to cash the settlement  
15 checks sent by the Settlement Administrator. After the expiration of the 180-day period,  
16 the Settlement Administrator will prepare and provide to the parties a report regarding  
17 the distribution of the Gross Settlement Amount, including the total amount that was  
18 cashed/deposited by Participating Class Members and the total amount of any uncashed  
19 settlement checks.

20 (1) If after 180 calendar days of mailing, the checks cashed by Class  
21 Members total less than 100% of the Net Settlement Amount, ~~the total~~  
22 ~~amount of any uncashed settlement checks will be transmitted by the~~  
23 ~~Settlement Administrator to a Court-approved cypres beneficiary, and if the~~  
24 ~~amount remaining in the Qualified Settlement Fund is larger than the cost of~~  
25 ~~a second distribution, and if the amount in the Qualified Settlement Fund~~  
26 ~~permits more than a de minimis second payment to Class Members who~~  
27 ~~timely cashed their first settlement check, the Settlement Administrator will~~  
28 ~~conduct a second round of check distributions to those Participating Class~~

1 Members who cashed their initial settlement checks within the 180-day  
2 check cashing deadline. In the case of such second distribution, the  
3 Settlement Administrator will calculate the Settlement awards according to  
4 the same formula set forth in Paragraph 61(f), above, except that the  
5 Adjusted Workshift Value will be determined by dividing (a) the amount  
6 remaining in the Qualified Settlement Fund after the first distribution of  
7 settlement checks, less the administration costs of the second distribution,  
8 by (b) the total number of Adjusted Workshifts of the Participating Class  
9 Members who cashed their first settlement checks within the 180-day check  
10 cashing deadline. Participating Class Members will have 90 days to cash  
11 the second distribution settlement checks sent by the Settlement  
12 Administrator.

13 (2) If after 90 calendar days of mailing of the second distribution settlement  
14 checks, the checks cashed by Class Members total less than 100% of the  
15 amount remaining in the Qualified Settlement Fund, and if the amount  
16 remaining in the Qualified Settlement Fund is larger than the cost of a third  
17 distribution, and if the amount in the Qualified Settlement Fund permits  
18 more than a de minimis third payment to Class Members who timely cashed  
19 their second check, the Settlement Administrator will conduct a third round  
20 of check distributions to those Participating Class Members who cashed  
21 their second settlement checks within the 90-day check cashing deadline. In  
22 the case of such third distribution, the Settlement Administrator will  
23 calculate the Settlement awards according to the same formula set forth in  
24 Paragraph 61(f), above, except that the Adjusted Workshift Value will be  
25 determined by dividing (a) the amount remaining in the Qualified Settlement  
26 Fund after the second distribution of settlement checks, less the  
27 administration costs of the third distribution, by (b) the total number of  
28 Adjusted Workshifts of the Participating Class Members who cashed their

second settlement checks within the 90-day check cashing deadline.  
Participating Class Members will have 60 days to cash the third distribution  
settlement checks sent by the Settlement Administrator.

iii.(3) The total amount of any uncashed settlement checks remaining  
after expiration of the check-cashing period for the last distribution of  
settlement checks required by the foregoing provisions will be transmitted  
by the Settlement Administrator to a Court-approved *cy pres* beneficiary.

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No later than the deadline for filing the Motion for Final Approval, the Parties shall agree upon one or more potential *cy pres* recipients and submit same to the Court for its consideration and approval; if the Parties cannot reach agreement on the *cy pres* recipient(s), they shall file separate proposals no later than the deadline for filing the Motion for Final Approval.

iv. In the event a Participating Class Member and/or PAGA Member fails to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA Payment check, the Participating Class Member and/or PAGA Member shall nevertheless remain bound by the Settlement.

v. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Awards shall not entitle any Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the periods covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole payments to be made by Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff, and that the Class Members are not entitled to any new or additional

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 compensation or benefits as a result of having received the Individual Settlement Awards  
2 and/or and Individual PAGA Payments.

3 h. Class Representative Service Award. For the purposes of this  
4 Settlement only, the Parties agree to the designation of Plaintiff as the class  
5 representative. In recognition of her time and effort in bringing and presenting the  
6 Action, Plaintiff shall request a Class Representative Service Award not to exceed Five  
7 Thousand Dollars and No Cents (\$5,000.00). Plaintiff's request for such Class  
8 Representative Service Award shall be subject to approval from the Court. Defendant  
9 agrees not to oppose or object to Plaintiff's request for a Class Representative Service  
10 Award in an amount not to exceed this amount. The Class Representative Service Award  
11 will be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment paid  
12 pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099  
13 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and  
14 legally responsible to pay any and all applicable taxes on her Class Representative  
15 Service Award. Any amount requested by Plaintiff for the Class Representative Service  
16 Award and not awarded by the Court shall become part of the Net Settlement Amount  
17 and shall be distributed to Participating Class Members as part of their Individual  
18 Settlement Awards.

19 i. Class Counsel Award. Defendant agrees not to oppose or impede any  
20 application or motion by Class Counsel for attorneys' fees in an amount up to twenty-five  
21 percent (25%) of the Gross Settlement Amount, which amounts to Four Hundred Fourteen  
22 Thousand Six Hundred Two Dollars and Fifty Cents (\$414,602.50). In addition,  
23 Defendant agrees not to oppose or impede any application or motion by Class Counsel to  
24 request an award of costs associated with Class Counsel's prosecution of the Action up to  
25 Fifty Thousand Dollars and No Cents (\$50,000.00). Class Counsel's request for such  
26 attorneys' fees and costs shall be subject to approval from the Court. In the event the  
27 Court awards Class Counsel less than the requested amount of attorneys' fees and/or costs,  
28 the difference shall become part of the Net Settlement Amount and shall be distributed to

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 Participating Class Members as part of their Individual Settlement Awards. Class Counsel  
2 shall be solely and legally responsible to pay all applicable taxes on the Class Counsel  
3 Award. Class Counsel shall provide the Settlement Administrator with properly  
4 completed and signed copies of IRS Form W-9 in order for the Settlement Administrator  
5 to process the Class Counsel Award approved by the Court. The Settlement Administrator  
6 shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

7 62. Settlement Administration Costs. The Settlement Administration fees and  
8 expenses, which are estimated at this time not to exceed ~~\$33,000~~39,220, exclusive of a  
9 second and/or third distribution pursuant to Paragraph 61(g)(1) & (2) (the final amount  
10 subject to Court approval), shall be paid from the Gross Settlement Amount. Prior to  
11 Plaintiff filing a Motion for Final Approval of the Settlement, the Settlement  
12 Administrator shall provide the Parties with a statement detailing the Settlement  
13 Administration Costs to date. The Parties agree to cooperate in the Settlement  
14 Administration process and to make all reasonable efforts to control and minimize  
15 Settlement Administration Costs.

16 a. The Parties each represent they do not have any financial interest in the  
17 Settlement Administrator or otherwise have a relationship with the  
18 Settlement Administrator that could create a conflict of interest.

19 b. The Settlement Administrator shall keep the Parties timely apprised of the  
20 performance of all Settlement Administrator responsibilities required by  
21 the Settlement. The Settlement Administrator shall be authorized to  
22 establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules and  
23 regulations in which the Gross Settlement Amount shall be placed and  
24 from which payments required by the Settlement shall be made.

25 63. Payroll Taxes. In accordance with this Settlement and to the fullest extent  
26 possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish  
27 all of Defendant's liability with respect to the Class Members and PAGA Members,  
28 except that Defendant shall solely be responsible for the employer portion of the



1 payroll taxes on the portion of the Individual Settlement Awards that constitutes wages  
2 and these taxes shall be paid by Defendant in addition to the GSA. Upon the transfer of  
3 the Gross Settlement Amount and the employer portion of payroll taxes on the portion  
4 of the Individual Settlement Awards that constitutes wages, Defendant shall have no  
5 further payment or defense obligation whatsoever with respect to any claims covered  
6 by this Settlement made or asserted by any person or entity anywhere in the world in  
7 connection with the Class Members.

8       64. Final Settlement Approval Hearing and Entry of Final Order and Judgment.  
9 Following expiration of the Response Deadline, a Final Approval Hearing shall be  
10 conducted by the Court for the Court to determine whether to grant final approval of the  
11 Settlement, including determining the amounts properly payable for: (i) the Class Counsel  
12 Award; and (ii) the Class Representative Service Award. Prior to the Final Approval  
13 Hearing, the Settlement Administrator shall provide a written report or declaration to the  
14 Parties describing the process and results of the administration of the Settlement to date,  
15 which report or declaration shall be filed by Plaintiff with the Court prior to the Final  
16 Approval Hearing. The Parties agree to work diligently and cooperatively to have this  
17 Settlement presented to the Court for final approval. Plaintiff will present the draft moving  
18 papers for any motion for final settlement approval to counsel for Defendant no fewer than  
19 three (3) business days before filing any such motion.

20       65. Duties of the Parties Prior to Court Approval. The Parties shall promptly  
21 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for  
22 Preliminary Approval and determination by the Court as to its fairness, adequacy, and  
23 reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall  
24 apply to the Court for the entry of an order scheduling a fairness hearing on the question  
25 of whether the proposed Settlement, including payment of Class Counsel's attorneys' fees  
26 and costs, the Class Representative's Service Award payment, and the PAGA Payment,  
27 should be finally approved as fair, reasonable and adequate as to the members of the  
28

1 Settlement Classes. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall  
2 also apply to the Court for the entry of an Order as follows:

- 3 a. Certifying the Settlement Classes for settlement purposes only;
- 4 b. Approving, as to form and content, the proposed Settlement Notice;
- 5 c. Approving the manner and method for Class Members to object or  
6 request exclusion from the Settlement, as contained herein and within the  
7 Settlement Notice;
- 8 d. Directing the mailing of the Settlement Notices to Class Members, by first  
9 class mail;
- 10 e. Preliminarily approving the Settlement subject only to the objections of  
11 Class Members and final review by the Court; and
- 12 f. Setting a Final Approval Hearing.

13 66. Duties of the Parties Following Final Approval. Following final approval  
14 by the Court of the Settlement provided for in this Settlement Agreement, Class  
15 Counsel will submit a proposed Final Order of Approval and Judgment:

- 16 a. Approving the Settlement, adjudging the terms thereof to be fair,  
17 reasonable and adequate, and directing consummation of its terms and  
18 provisions;
- 19 b. Approving Class Counsel's application for an award of attorneys' fees  
20 and costs;
- 21 c. Approving the Class Representative Service Award payment to Plaintiff;
- 22 d. Setting a date when the Parties shall submit the Final Report regarding the  
23 distribution of the Gross Settlement Amount, and, if necessary a date for a  
24 final accounting hearing following its receipt of the Final Report;
- 25 e. Entering judgment in this Action barring and enjoining all members of the  
26 Settlement Classes from prosecuting against any of the Released Parties,  
27 any individual or class, or representative claims released herein pursuant to  
28

1 the Settlement Agreement, upon satisfaction of all payments and obligations  
2 hereunder.

3 67. Revocation of Settlement by Defendant. Defendant may, at their option,  
4 withdraw from the settlement if five percent (5%) or more of the Settlement Class  
5 Members request exclusion from the settlement. Defendant has 30 calendar days  
6 following the Settlement Administrator's final report summarizing the notice process,  
7 including the number of requests for exclusions received, to revoke the agreement  
8 pursuant to this Paragraph. If Defendant chooses to withdraw from the settlement, it shall  
9 be responsible for all costs incurred by the Settlement Administrator to date, and the  
10 Parties shall revert to their respective procedural positions in the Action as if no settlement  
11 had occurred.

12 68. Escalator Clause. For purposes of this settlement, Defendant estimated that  
13 there were 1,097 total Class Members and 61,902 Workshifts worked by Settlement  
14 Class Members during the Class Period. Defendant further estimated that among these  
15 61,902 Workshifts, there were 25,667 Workshifts at the San Bernardino County and  
16 Arrowhead Regional Medical Center sites; 6,412 Workshifts at the Los Angeles Unified  
17 School District worksites; and 29,823 Workshifts at the Ginkgo Concentric worksites.  
18 Defendant further estimated that among the 1,097 Class Members, there were 382 Class  
19 Members who worked at the San Bernardino County and Arrowhead Regional Medical  
20 Center sites; 109 who worked at the Los Angeles Unified School District worksites; and  
21 612 Class Members who worked at the Ginkgo Concentric worksites, with 6 Class  
22 Members having worked with more than one of the foregoing clients. Should the actual  
23 number of Workshifts exceed 61,902 by more than ten percent (10%), then RCM shall  
24 pay a pro rata additional sum for the amount exceeding 10%. Alternatively, RCM may  
25 elect to end the release date when the number of Workshifts exceeds 10% over the  
26 represented amount.

27 69. Nullification of Settlement. In the event: (i) the Court does not enter the  
28 Preliminary Approval Order; (ii) the Court does not grant final approval of the  
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the  
2 Settlement does not become final for any other reason, this Stipulation of Settlement  
3 shall be rendered null and void, any order or judgment entered by the Court in  
4 furtherance of this Settlement shall be treated as void from the beginning and this  
5 Stipulation of Settlement and any documents related to it shall not be used by any Class  
6 Member or Class Counsel to support any claim or request for class certification in the  
7 Action, and shall not be used in any other civil, criminal or administrative action against  
8 Defendant or any of the other Released Parties. Additionally, should the Settlement not  
9 become final for any reason, the Parties will request that the Court reopen proceedings  
10 within thirty (30) calendar days, and any Settlement Administration Costs already  
11 incurred by the Settlement Administrator shall be split evenly between the Parties,  
12 except if Defendant elects to revoke the Settlement pursuant to Section 67 herein, in  
13 which case Defendant shall bear the Settlement Administration Costs incurred by the  
14 Settlement Administrator as of the date of such revocation.

15 70. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this  
16 Settlement Agreement, she will be bound by the terms herein. Plaintiff further agrees  
17 that, upon signing this Settlement Agreement, she will not submit a Request for  
18 Exclusion from this Settlement and that any such Request for Exclusion by Plaintiff will  
19 be void and of no force or effect.

20 71. Waiver of Certain Appeals. The Parties agree to waive appeals and to  
21 stipulate to class certification for purposes of this Settlement only; and either party may  
22 appeal any Court order that materially alters the Settlement Agreement's terms. Nothing  
23 in this Settlement Agreement shall preclude Plaintiff from appealing from a Court order  
24 denying or failing to grant in full their requests for attorneys' fees, costs, or service  
25 award.

26 72. No Admission by Defendant. Defendant denies all claims alleged in this Action  
27 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of  
28 Settlement, nor any of its terms and conditions, nor any of the negotiations connected with

1 it, is a concession or admission, and none shall be used against Defendant as an admission  
2 or indication with respect to any claim of any fault, concession, or omission by Defendant  
3 or that class certification is proper under the standard applied to contested certification  
4 motions. The Parties stipulate and agree to the certification of the proposed classes for  
5 settlement purposes only. The Parties further agree that this Stipulation of Settlement will  
6 not be admissible in this or any other proceeding as evidence that either (i) a class action  
7 should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than  
8 according to the terms of this Stipulation of Settlement.

9 73. Waiver. No waiver of any condition or covenant contained in this Settlement  
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be  
11 considered to imply or constitute a further waiver by such party of the same or any other  
12 condition, covenant, right or remedy.

13 74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement  
14 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will  
15 present the Judgment to the Court for its approval. After entry of the Judgment, the  
16 Court will have continuing jurisdiction solely for purposes of addressing: (i) the  
17 interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
18 administration matters, and (iii) such post-Judgment matters as may be appropriate under  
19 court rules or as set forth in this Agreement.

20 75. Exhibits and Headings. The terms of this Stipulation of Settlement include the  
21 terms set forth in any attached Exhibits, which are incorporated by this reference as though  
22 fully set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of  
23 the Settlement. The descriptive headings of any paragraphs or sections of this Stipulation  
24 of Settlement are inserted for convenience of reference only.

25 76. Amendment or Modification. This Stipulation of Settlement may be amended  
26 or modified only by a written instrument signed by counsel for all Parties or their  
27 successors-in-interest.

1       77. Entire Agreement. This Stipulation of Settlement and any attached Exhibits  
2 constitute the entire agreement between the Parties, and no oral or written  
3 representations, warranties, or inducements have been made to Plaintiff or Defendant  
4 concerning this Stipulation of Settlement or its Exhibits other than the representations,  
5 warranties, and covenants contained and memorialized in this Stipulation of Settlement  
6 and its Exhibits. No other prior or contemporaneous written or oral agreements,  
7 including but not limited to the MOU, may be deemed binding on the Parties.

8       78. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
9 Counsel warrant and represent they are expressly authorized by the Parties whom they  
10 represent to negotiate this Stipulation of Settlement and to take all appropriate actions  
11 required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement  
12 to effectuate its terms, and to execute any other documents required to effectuate the terms  
13 of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel shall  
14 cooperate with each other and use their best efforts to effect the implementation of the  
15 Settlement. In the event the Parties are unable to reach agreement on the form or content  
16 of any document needed to implement the Settlement, or on any supplemental provisions  
17 that may become necessary to effectuate the terms of this Settlement, the Parties may seek  
18 the assistance of the Court to resolve such disagreement. The persons signing this  
19 Stipulation of Settlement on behalf of the Defendant represents and warrants that they are  
20 authorized to sign this Stipulation of Settlement on behalf of Defendant. Plaintiff  
21 represents and warrants that she is authorized to sign this Stipulation of Settlement and  
22 that she has not assigned any claim, or part of a claim, covered by this Settlement of  
23 Settlement to a third party. The Parties have cooperated in the drafting and preparation of  
24 this Stipulation of Settlement. Hence, in any construction made of this Stipulation of  
25 Settlement, the same shall not be construed against any of the Parties.

26       79. Confidentiality. The Parties and their counsel agree that they will not issue  
27 any press releases, initiate any contact with the press, respond to any press inquiry, or  
28 have any communication with the press about the fact, amount, or terms of the

1 Settlement prior to the mailing of the Notice Packet. In addition, the Parties and their  
2 counsel agree that they will not engage in any advertising or distribute any marketing  
3 materials relating to the Settlement, including but not limited to posting on social media  
4 about it or any announcement of the Settlement on any websites maintained by Class  
5 Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing  
6 this Stipulation to the Court in connection with the Parties' efforts to seek Court approval  
7 of this Settlement.

8 80. Binding on Successors and Assigns. This Stipulation of Settlement shall be  
9 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

10 81. California Law Governs. All terms of this Stipulation of Settlement and the  
11 Exhibits hereto shall be governed by and interpreted according to the laws of the State  
12 of California, without giving effect to any law that would cause the laws of any  
13 jurisdiction other than the State of California to be applied.

14 82. Counterparts. This Stipulation of Settlement may be executed in one or more  
15 counterparts. All executed counterparts and each of them shall be deemed to be one and  
16 the same instrument.

17 83. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that  
18 this Settlement is a fair, adequate, and reasonable settlement of the Action and she has  
19 arrived at this Settlement after extensive arm's-length negotiations, taking into account  
20 all relevant factors, present and potential.

21 84. Mutual Preparation. The Parties have had a full opportunity to negotiate the  
22 terms and conditions of this Agreement. Accordingly, this Agreement shall not be  
23 construed more strictly against one Party than another merely by virtue of the fact that it  
24 may have been prepared by counsel for one of the Parties, it being recognized that,  
25 because of the arm's-length negotiations between the Parties, all Parties have contributed  
26 to the preparation of this Agreement.

27 85. Representation by Counsel. The Parties acknowledge that they have been  
28 represented by counsel throughout all negotiations that preceded the execution of this

1 Agreement, and that this Agreement has been executed with the consent and advice of  
2 counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens  
3 on the Agreement.

4 86. Enforcement Actions. In the event that one or more of the Parties institutes  
5 any legal action or other proceeding against any other Party or Parties to enforce the  
6 provisions of this Settlement, or to declare rights and/or obligations under this  
7 Settlement, the prevailing Party or Parties shall be entitled to recover from the non-  
8 prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness  
9 fees incurred in connection with any enforcement actions.

10 87. Disputes Regarding Language of Final Settlement Agreement. If the Parties  
11 have a dispute with regard to the language of the Agreement, the Parties agree to first  
12 informally resolve the dispute by engaging Michael Loeb, Esq. to mediate such dispute.

13 88. Invalidity of Any Provision. Before declaring any term or provision of this  
14 Stipulation of Settlement invalid, the Parties request that the Court first attempt to  
15 construe the terms or provisions valid to the fullest extent possible consistent with  
16 applicable precedents so as to define all provisions of this Stipulation of Settlement as  
17 valid and enforceable. In the event the Court declares any material provision of this  
18 Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms  
19 will be of no force and effect, except as otherwise agreed to by the Parties in writing.

20 89. Binding Nature of Notice of Class Action Settlement. It is agreed that,  
21 because the Class Members are so numerous, it is impossible or impractical to have each  
22 Class Member execute the Stipulation of Settlement. The Class Notice shall advise all  
23 Class Members of the binding nature of the Settlement, and the release of Released  
24 Claims and shall have the same force and effect as if this Stipulation of Settlement were  
25 executed by each Participating Class Member.

26 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed  
27 this Joint Stipulation of Class Action and PAGA Settlement and Release between  
28



1 Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth  
2 below.

3 Dated: \_\_\_\_\_

4 Plaintiff **Barbara Grady** (on her own behalf  
5 and on behalf of the Class Members and  
6 aggrieved employees)

7 **RCM Technologies (USA), Inc.**

8 Dated: \_\_\_\_\_

9 By: Kevin Miller, Chief Financial Officer

10 4890-0961-6851.1 / 090137-1042

# EXHIBIT B

1 Joshua Konecky, Bar No. 182897  
2 jkonecky@schneiderwallace.com  
3 SCHNEIDER WALLACE COTTRELL  
4 KONECKY LLP  
5 2000 Powell Street, Suite 1400  
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9 Attorneys for Plaintiff BARBARA GRADY

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16 Facsimile: 310.553.5583

17 Attorneys for Defendant  
18 RCM TECHNOLOGIES (USA), INC. (SUED  
19 HEREIN ERRONEOUSLY AS "RCM  
20 TECHNOLOGIES, INC.")

21 ***COUNSEL CONTINUED ON NEXT PAGE***

22 UNITED STATES DISTRICT COURT  
23 CENTRAL DISTRICT OF CALIFORNIA

24 BARBARA GRADY,  
25  
26 Plaintiff,

27 v.

28 RCM TECHNOLOGIES, INC.,  
Defendant.

Case No. 5:22-cv-00842-JLS-SHK

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA  
SETTLEMENT AND RELEASE**

1 Martha J. Keon, Bar No. 213771  
2 mkeon@littler.com  
3 **LITTLER MENDELSON, P.C.**  
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7 Telephone: 267-402-3050  
8 Facsimile: 267-402-3131

9 Attorneys for Defendant  
10 RCM TECHNOLOGIES (USA), INC.  
11 (SUED HEREIN ERRONEOUSLY AS  
12 "RCM TECHNOLOGIES, INC.")  
13  
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**JOINT STIPULATION OF CLASS ACTION AND  
PAGA SETTLEMENT AND RELEASE**

IT IS HEREBY STIPULATED, by and between Plaintiff BARBARA GRADY (“Plaintiff”), individually and on behalf of others similarly situated, and Defendant RCM TECHNOLOGIES (USA), INC. (erroneously named herein as RCM Technologies, Inc.) (“RCM” or “Defendant”) (collectively, the “Parties”), subject to the approval of the Court, that the Action (as defined below) is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Stipulation”). The Parties further stipulate that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation.

**DEFINITIONS**

1. “Action” means the putative class and PAGA action entitled *Barbara Grady v. RCM Technologies, Inc.*, United States District Court for the Central District of California, Eastern Division, Case Number 5:22-cv-00842-JLS-SHK (originally filed in Los Angeles Superior Court on or about February 7, 2022 and subsequently removed to United States District Court on or about May 19, 2022), and all pleadings filed therein.

2. “Agreement,” “Settlement,” or “Stipulation” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Joshua Konecky of Schneider Wallace Cottrell Konecky LLP.

4. “Class Counsel Award” means the Court-approved attorneys’ fees for Class Counsel’s litigation and resolution of the Action (not to exceed twenty-five percent [25%] of the Gross Settlement Amount, or Four Hundred Fourteen Thousand Six Hundred and Two Dollars and Fifty Cents (\$414,602.50), and the Court approved costs incurred by Class Counsel in connection with this Action (in an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00)). Defendant shall not oppose such

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 an application by Plaintiff for Court approval of attorneys' fees for Class Counsel up to  
2 twenty-five percent [25%] of the Gross Settlement Amount, plus reasonable litigation  
3 costs in an amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00).  
4 The Settlement is not contingent on the Court awarding the maximum attorneys' fees  
5 and costs that may be sought, or on its awarding of any particular amount.

6 5. "Class Data" or "Class Lists" means information regarding Class Members  
7 that Defendant shall in good faith compile from its records and shall be authorized by  
8 the Court to transmit in a secure manner to the Settlement Administrator within fourteen  
9 (14) calendar days of preliminary approval. Class Data shall be transmitted by  
10 Defendant in Microsoft Excel format and shall include each Class Member's: (i) full  
11 name; (ii) last known address; (iii) Social Security number; (iv) the number of  
12 Workshifts (as defined herein) worked for Defendant as a Class Member; and (v) the  
13 number of Workshifts (as defined herein) worked for Defendant as a PAGA Member.

14 6. "Class," "Class Members," or "Settlement Class" means: All current and  
15 former non-exempt employees of Defendant who were nurses assigned by Defendant to  
16 staff COVID-19 testing and/or vaccination sites for San Bernardino County (including  
17 assignments at San Bernardino County's Arrowhead Regional Medical Center), and at  
18 K-12 schools for Los Angeles Unified School District (LAUSD), or Ginkgo Concentric  
19 (Ginkgo) during the Class Period and who do not submit a timely and valid request for  
20 exclusion from the settlement. Defendant's good faith and diligent research of its  
21 records shows approximately 382 Class Members assigned to work for San Bernardino  
22 County, 109 assigned at the LAUSD K-12 schools, and 612 assigned at Ginkgo  
23 Concentric K-12 schools, with 6 of the Class Members working for more than one client,  
24 resulting in a total number of 1,097 Class Members.

25 7. "Class Period" shall be March 1, 2020 through March 7, 2023.

26 8. "Class Representative Service Award" means the Court-approved amount to  
27 be paid to Plaintiff in an amount of up to Five Thousand Dollars and No Cents  
28 (\$5,000.00). Defendant will not oppose such application.

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 9. "Court" shall mean the United States District Court and such other court as  
2 may be presiding over this Action.

3 10. "Defense Counsel" means Martha Keon and Shannon R. Boyce of Littler  
4 Mendelson P.C.

5 11. "Effective Date" means the date this Agreement is approved as provided  
6 herein and the Court's order granting Final Approval and entry of Judgment or Dismissal  
7 becomes final and is no longer appealable. For purposes of this Agreement, "becomes  
8 final and is no longer appealable" shall mean the later of: (a) the day after the last date  
9 by which a notice of appeal to the Ninth Circuit of the order and judgment finally  
10 approving this Agreement may be timely filed and none is filed (i.e., 31 days from notice  
11 of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by  
12 ruling, dismissal, denial, or in a any other manner that confirms the validity of the order  
13 and judgment, the day after the last date for filing a request for further review of the  
14 order and judgment approving this Agreement passes, and no further review is requested;  
15 or (c) if an appeal is filed and the order approving this Agreement is affirmed and further  
16 review of the order is requested, the day after the review is finally resolved and the order  
17 and judgment approving this Agreement is affirmed.

18 12. "Employer's Share of Payroll Taxes" means Defendant's respective portions  
19 of payroll taxes, including, but not limited to FICA and FUTA, on the portion of the  
20 Individual Settlement Award that is designated as wages.

21 13. "Final Approval Hearing" means the hearing to be conducted by the Court  
22 after the filing by Plaintiff of an appropriate motion and following appropriate notice to  
23 Class Members giving Class Members an opportunity to request exclusion from the  
24 Settlement Class and Settlement and to object to the Settlement, at which time Plaintiff  
25 shall request that the Court finally approve the Settlement, enter the Final Order and  
26 Judgment, and take other appropriate action.

27 14. "Final Order and Judgment" means the order and judgment to be entered by the  
28 Court upon granting final approval of the Settlement and this Stipulation of Settlement as

1 binding upon the Parties and Participating Class Members. A proposed Final Order and  
2 Judgment shall be mutually agreed upon by the Parties and submitted to the Court  
3 concurrently with Plaintiff's Motion for Final Approval of the Settlement.

4 15. "Gross Settlement Amount" or "GSA" means the total amount Defendant  
5 shall pay in connection with this Settlement, which shall be inclusive of the Net  
6 Settlement Amount, the Class Counsel Award, the Class Representative Service Award,  
7 PAGA Payment, and Settlement Administration Costs. Subject to Court approval and  
8 the terms of this Stipulation of Settlement, the GSA shall be One Million Six Hundred  
9 Fifty Eight Thousand Four Hundred Ten Dollars and No Cents (\$1,658,410.00), plus  
10 any additional amount required by the Escalator Clause at Paragraph 63 below, should  
11 that clause be triggered. The Gross Settlement Amount does not include Defendant's  
12 respective shares of payroll taxes for the Individual Settlement Award payments, which  
13 shall be paid separately from, and in addition to, the GSA.

14 16. "Individual PAGA Payment" means the amount payable from the PAGA  
15 Payment to each PAGA Member.

16 17. "Individual Settlement Award" means the amount payable from the Net  
17 Settlement Amount to each Participating Class Member.

18 18. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount,  
19 less the Class Counsel Award, Class Representative Service Award, PAGA Payment,  
20 and Settlement Administration Costs.

21 19. "Notice of Objection" means a Class Member's objection to the Settlement. To  
22 be valid, an objection must (a) be in writing; (b) be signed or e-signed by the Class  
23 Member; (c) be returned by e-mail, fax, or mail to the Settlement Administrator at the  
24 specific address and/or facsimile number in the Settlement Notice; (d) clearly state that  
25 the Class Member objects to the settlement and the grounds for the objection; (e) be  
26 emailed, faxed, or postmarked on or before the Response Deadline, and (f) include the  
27 objector's full name, signature, address, telephone number, and the last four digits of  
28 his/her Social Security number. The date of the e-mail, fax, or postmark on the return

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE



1 mailing envelope will be the exclusive means to determine whether a Notice of Objection  
2 has been timely submitted. At no time shall any of the Parties, Class Counsel, or Defense  
3 Counsel seek to solicit or otherwise encourage or discourage Class Members from  
4 submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.  
5 Non-Participating Class Members (*i.e.*, Class Members who submit valid Requests for  
6 Exclusion) may not submit an Objection to the Settlement. If a Class Member submits  
7 both a Request for Exclusion and an Objection, the Request for Exclusion will be deemed  
8 controlling.

9 20. “PAGA Members” or “PAGA Class” means: The subset of Class Members  
10 who worked for Defendant during the PAGA Period.

11 21. “PAGA Notice” means the July 22, 2021 letter that Class Counsel sent to the  
12 California Labor Workforce Development Agency (“LWDA”), on behalf of Plaintiff,  
13 pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff’s administrative  
14 remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal.  
15 Lab. Code §§2698, *et seq.*

16 22. “PAGA Payment” means the amount of One Hundred Sixty Five Thousand  
17 Eight Hundred and Forty One Dollars (\$165,841.00), subject to Court approval, to be  
18 paid from the Gross Settlement Amount for satisfaction of Plaintiff and Class Members’  
19 claims under the California Private Attorneys’ General Act of 2004, California Labor  
20 Code sections 2698, *et seq.* (“PAGA”). Pursuant to the PAGA, seventy five percent  
21 (75%) of the PAGA Payment, or One Hundred Twenty Four Thousand Three Hundred  
22 and Eighty Dollars and Seventy Five Cents (\$124,380.75), will be paid to the LWDA  
23 and twenty five percent (25%), or Forty One Thousand Four Hundred and Sixty Dollars  
24 and Twenty Five Cents (\$41,460.25), will be distributed as the Individual PAGA  
25 Payments to Class Members.

26 23. “PAGA Period” shall be July 22, 2020 through March 7, 2023.

27 24. “PAGA Release” or “PAGA Released Claims” means the release by all  
28 PAGA Members for all claims for civil penalties under PAGA that arise out of or relate

1 to alleged violations of California Labor Code §§ 201-204, 221-223, 226, 226.7, 510,  
2 512, 1174, 1174.5, 1194, and 1198; and California Code of Regulations, Title 8 § 11040  
3 §§ 3 & 7, 11-12, and under Business & Professions Code §§ 17200-17208, as pled in the  
4 PAGA Notice and Class Action and PAGA Complaint, during the PAGA Period. In  
5 light of the binding nature of a PAGA judgment on non-party employees pursuant to  
6 *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by  
7 Defendant who exclude themselves from this Settlement shall still receive an Individual  
8 PAGA Payment directly from the Settlement Administrator for the amount of each such  
9 individual's estimated share of the PAGA Payment as calculated by the Settlement  
10 Administrator, and shall not be able to object to or exclude themselves from releasing  
11 the PAGA Released Claims against Defendant (*i.e.*, PAGA Members, as defined above).

12 25. "Participating Class Members" means Plaintiff and all other Class Members  
13 who do not submit a valid and timely Request for Exclusion, as well as PAGA Members.

14 26. "Preliminary Approval Order" means the order to be issued by the Court  
15 approving and authorizing the mailing and emailing of the Settlement Notice by the  
16 Settlement Administrator, setting the date of the Final Approval Hearing and granting  
17 preliminary approval of the Settlement set forth in this Stipulation of Settlement, among  
18 other things. A proposed Preliminary Approval Order shall be mutually agreed upon by  
19 the Parties and submitted to the Court concurrently with Plaintiff's Motion for  
20 Preliminary Approval of the Settlement.

21 27. "Released Claims" includes all claims under state or local law, whether  
22 statutory, common law, or administrative law, whether in law or equity, for the claims  
23 that were pled in the Complaint, based on or arising out of the factual allegations therein,  
24 during the Class Period, including: (a) all claims for failure to pay minimum wages under  
25 Cal. Labor Code §§ 204, 1194, 1194.2, and 1198; (b) all claims for failure to pay  
26 overtime wages under Cal. Labor Code §§ 204, 510, 1194, and 1199; (c) all claims for  
27 failure to authorize and permit required rest breaks under Cal. Labor Code §§ 226.7 and  
28 512 and the applicable IWC Wage Orders; (d) all claims for failure to provide required

1 meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage  
2 Order; (e) all claims for failure to maintain accurate employment records under Cal.  
3 Labor Code §§ 1174 and 1174.5; (f) all claims for failure to timely pay wages during  
4 employment under Cal. Labor Code §§ 204, 210(a), and 216; (g) all claims for failure  
5 to pay all wages earned and unpaid at separation under Cal. Labor Code §§ 201-203;  
6 (h) all claims for failure to furnish accurate itemized wage statements under Cal. Labor  
7 Code §§ 226; (i) violation of California's Unfair Competition Law, Cal. Bus. &  
8 Professions Code §§ 17200, *et seq.*; and (j) civil penalties under the Private Attorneys  
9 General Act (California Labor Code sections 2698, *et seq.*, including incorporated or  
10 related claims based on alleged violations of California Labor Code §§ 201-204, 221-  
11 223, 226, 226.7, 510, 512, 1174, 1174.5, 1194, and 1198; and California Code of  
12 Regulations, Title 8 § 11040 §§ 3 & 7, 11-12, and under Business & Professions Code  
13 §§ 17200-17208).

14 28. "Released Parties" means Defendant and its affiliated companies, owners,  
15 parents, members, subsidiaries, related companies and business concerns, past and  
16 present, including successors and predecessors, and each of them, as well as each of their  
17 clients for whom Class Members performed services, insurers, partners, trustees,  
18 directors, shareholders, officers, agents, attorneys, servants and employees, past and  
19 present, and each of them.

20 29. "Request for Exclusion" means a written statement submitted by a Class  
21 Member indicating a request to be excluded from the Settlement. The Request for  
22 Exclusion must be in writing and (i) be signed or e-signed by the Class Member;  
23 (ii) contain the name, address, telephone number, and the last four digits of the Social  
24 Security number of the Class Member requesting exclusion; (iii) clearly state that the Class  
25 Member does not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or  
26 mail to the Settlement Administrator at the specific email address, mailing address, and/or  
27 facsimile number; and (v) be e-mailed, faxed, or postmarked on or before the Response  
28 Deadline. The date of the e-mail, fax, or postmark on the return mailing envelope will be

1 the exclusive means to determine whether a Request for Exclusion has been timely  
2 submitted. A Class Member who does not request exclusion from the Settlement will be  
3 deemed a Participating Class Member and will be bound by all terms of the Settlement, if  
4 the Settlement is granted final approval by the Court. Any Class Member who validly  
5 requests to be excluded from the Settlement will no longer be a member of the Settlement  
6 Class and will not have any right to object, appeal, or comment on the Settlement, but will  
7 remain as PAGA Member(s), and will receive an Individual PAGA Payment for the  
8 PAGA Released Claims if he or she is a PAGA Member. No later than ten (10) calendar  
9 days after the Response Deadline, the Settlement Administrator shall provide Class  
10 Counsel and Defense Counsel with a complete list of all Class Members who submitted a  
11 timely and valid Request for Exclusion.

12 30. "Response Deadline" means the deadline by which Class Members must e-  
13 mail, fax, or mail to the Settlement Administrator a valid Request for Exclusion, Notice  
14 of Objection, or Workshift Dispute. The Response Deadline will be forty-five (45)  
15 calendar days from the later of the initial mailing or emailing of the Settlement Notices  
16 by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday,  
17 in which case the Response Deadline will be extended to the next day on which the U.S.  
18 Postal Service is open. The Response Deadline may also be extended by express  
19 agreement between Class Counsel and Defense Counsel. Under no circumstances,  
20 however, will the Administrator have the unilateral authority to extend the deadline for  
21 Class Members to submit a Request for Exclusion, Notice of Objection, or Workshift  
22 Dispute to the settlement.

23 31. "Settlement" means the final and complete disposition of the Action pursuant  
24 to this Stipulation of Settlement.

25 32. "Settlement Administrator" or "Administrator" means JND Legal  
26 Administration, the third-party settlement administrator agreed to by the Parties, to be  
27 approved by the Court for purposes of administering this settlement. The Parties each  
28 represent that they will not have any financial interest in the Settlement Administrator

1 or otherwise have a relationship with the Settlement Administrator that could create a  
2 conflict of interest.

3 33. "Settlement Administration Costs" means the reasonable costs and fees of  
4 administering the Settlement to be paid from the Gross Settlement Amount, which are  
5 currently estimated not to exceed \$39,220, exclusive of a second and/or third distribution  
6 pursuant to Paragraph 61(g)(1) & (2) (the final amount subject to reasonable adjustment  
7 based on particularities of the settlement administration and Court approval), including,  
8 but not limited to: (i) printing, emailing, mailing and re-mailing (if necessary) of  
9 Settlement Notices to Class Members; (ii) preparing and submitting to Class Members  
10 and government entities all appropriate tax filings and forms; (iii) computing the amount  
11 of and distributing Individual Settlement Awards, the Class Representative Service  
12 Award, and the Class Counsel Award; (iv) processing and validating Requests for  
13 Exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal  
14 Revenue Code; (vi) calculating and remitting to the appropriate government agencies all  
15 employer and employee payroll tax obligations arising from the Settlement and preparing  
16 and submitting filings required by law in connection with the payments required by the  
17 Settlement; (vii) transmitting uncashed Individual Settlement Award payments to the  
18 designated and Court-approved *cy pres* beneficiary; and (viii) printing and mailing of all  
19 mandated Class Action Fairness Act (CAFA) Settlement Notices.

20 34. "Settlement Notice" means the Notice of Class Action Settlement, substantially  
21 in the form attached as **Exhibit 1**, which shall be subject to Court approval and which the  
22 Settlement Administrator shall mail and email to each Class Member containing: (i)  
23 information regarding the nature of the Action; (ii) a summary of the Settlement's  
24 principal terms; (iii) the Class definitions; (iv) the total number of Workshifts the  
25 respective Class Member worked for Defendant during the Class Period and PAGA Period  
26 (according to Defendant's best available records, and as further set forth in the definition  
27 of "Workshifts" herein); (v) the Class Member's estimated Individual Settlement Award,  
28 as well as the formula for calculating the Individual Settlement Award; (vi) the dates



1 which comprise the Class and PAGA Periods; (vii) instructions on how to submit disputes  
2 regarding Workshifts, Requests for Exclusion, and/or Notices of Objection; (viii) the  
3 Response Deadline; and (ix) the claims to be released pursuant to the Settlement of the  
4 Action.

5 35. “Workshifts” means the number of shifts worked by each Class Member for  
6 Defendant as a non-exempt nurse assigned to work at COVID-19 testing and/or  
7 vaccination sites for San Bernardino County (including Arrowhead Regional Medical  
8 Center), or K-12 schools for LAUSD or Ginkgo in California during the Class Period  
9 (or, where used as part of the PAGA Payment calculation, during the PAGA Period).  
10 For purposes of payment, a Workshift shall be defined as any discrete period of time  
11 in a day during which the Class Member worked. If there are two or more consecutive  
12 hours of time during which the Class Member is completely relieved of duty between  
13 periods of work time, then each period of work time will be considered a separate  
14 Workshift. To the extent Defendant does not have information about shifts worked  
15 readily available due to gaps in electronic or paper time records, Defendant shall use  
16 its best available information, including extrapolations where necessary, to compute  
17 actual Workshifts, and shall provide that information to the Settlement Administrator.

18 36. “Workshift Dispute” means a written statement that a Class Member disputes  
19 the number of Workshifts, as defined herein, and/or dates of employment, listed on  
20 his/her Settlement Notice. Any such Workshift Dispute must be e-mailed, faxed or  
21 mailed to the Settlement Administrator by the Response Deadline. The date of the e-mail,  
22 fax, or postmark on the mailing envelope will be the exclusive means to determine whether  
23 a Workshift Dispute has been timely submitted. A valid Workshift Dispute must be in  
24 writing and contain: (i) the Class Member’s full name, signature, address, telephone  
25 number, and the last four digits of his/her Social Security number; (ii) the number of  
26 Workshifts the Class Member contends is correct; and (iii) any evidence supporting his/her  
27 contention. The dates of employment identified for each Class Member in the applicable  
28 Class Lists and the number of Workshifts for each Class Member as defined herein will be

1 presumed to be correct, unless a particular Class Member demonstrates otherwise to the  
2 Settlement Administrator by credible evidence. All Workshift Disputes will be resolved  
3 and decided by the Settlement Administrator, with consultation with Defense Counsel and  
4 Class Counsel as appropriate.

5 37. “Workshift Value” means the value of each compensable Workshift, as  
6 determined by the formula set forth herein.

7 **RECITALS**

8 38. This Settlement is made and entered into by and between Plaintiff and  
9 Defendant, and is subject to the terms and conditions hereof, and to the Court’s approval.  
10 The Parties expressly acknowledge that this Agreement is entered into solely for the  
11 purpose of compromising significantly disputed claims and that nothing herein is an  
12 admission of liability or wrongdoing by Defendant or the other Released Parties. The  
13 Released Parties deny that they are liable to Plaintiff or the Class Members and deny that  
14 they have violated any law.

15 39. Pleading History.

- 16 a. On July 22, 2021, Plaintiff submitted the PAGA Notice to the LWDA for  
17 the purpose of complying with California Labor Code § 2699.3’s notice  
18 requirement.
- 19 b. Thereafter, the parties entered into a tolling agreement under which  
20 Defendant agreed to toll the statute of limitation effective October 8, 2021,  
21 on all claims based on alleged off-the-clock or meal or rest period  
22 violations under the California Labor Code, California Industrial Welfare  
23 Commission Wage Orders or Section 17200 of the California Business and  
24 Professions Code asserted on behalf of Plaintiff, the Class Members, and  
25 the aggrieved employees alleged herein. The purpose of the tolling  
26 agreement was to facilitate settlement discussions; however, the parties did  
27 not resolve the claims and Plaintiff thereafter provided notice to Defendant  
28 that she would file a class action complaint.

1 c. On February 7, 2022, Plaintiff filed a class action and PAGA lawsuit in the  
2 Superior Court for the State of California, County of San Bernardino.

3 d. On May 19, 2022, Defendant filed a Notice of Removal to the United  
4 States District Court, Central District of California.

5 40. Investigation. Plaintiff's counsel diligently investigated the proposed Class  
6 Members' claims against Defendant, including applicable defenses and the applicable  
7 law, through the exchange of informal discovery and legal argument. After Plaintiff filed  
8 the Complaint, the Parties agreed to participate in an initial mediation.

9 41. Document Production. Before and in connection with the mediation,  
10 Defendant produced documents for Plaintiff's review. The documents included the  
11 written information and instructions provided to nurses concerning timecard completion,  
12 timecard protocol, and meal break requirements and procedures. They also included  
13 Defendant's Travel Assignment Contract for nurses in California, which also showed  
14 Defendant's policies regarding hourly pay, recording hours worked, and meal and rest  
15 periods. Additionally, Defendant produced a copy of Defendant's mandatory arbitration  
16 agreement, which contains a class and collective action waiver, among other provisions.

17 42. Data Production. Defendant also produced data showing the following  
18 information for each putative class member: (a) the job title of the nurse; (b) the date of  
19 each Workshift; (b) the hours clocked-in for each Workshift; (c) the hourly pay rate paid  
20 for each Workshift; (d) the location of the assignment for each Workshift; and (e) the  
21 type of service corresponding to each Workshift (e.g. COVID-19 testing and/or  
22 vaccination, hospital work, school services, etc.) Defendant also provided workweek  
23 information from which the number of wage statements issued to each Class Member  
24 could be calculated.

25 43. After the initial mediation, Defendant also provided confirmatory discovery  
26 regarding the data sources for the composition of the class list, hours worked and shift  
27 counts; meal and rest period premium totals; additional information regarding client  
28 types including assignments on which RCM was the subcontractor for another



1 professional staffing agency; and additional timekeeping and meal and rest break  
2 policies.

3 44. This foregoing production of documents and data allowed Plaintiff to conduct  
4 an exposure analysis.

5 45. First Mediation. On December 7, 2022, Defendant and Plaintiff participated  
6 in a full-day mediation with Michael Loeb, Esq. That evening, Mr. Loeb issued a  
7 mediator's proposal. The Parties accepted the mediator's proposal; however, the Court  
8 denied approval of the settlement.

9 46. Discovery. Following the initial mediation, the parties engaged in substantial  
10 written discovery, additional data production and depositions. Defendant produced  
11 additional documents and data beyond what was earlier produced. This consisted of class  
12 member contact information and additional policies and additional procedures  
13 applicable to California placements during the putative class period, as well as timecards,  
14 acknowledgments of timekeeping, meal period and rest break policies, signed meal  
15 period waivers, and arbitration agreements. Plaintiff also propounded, and Defendant  
16 answered, interrogatories regarding the breakdown of assignment types and work  
17 settings for Class Members, including related information pertaining to that breakdown.  
18 Defendant also supplemented information produced previously in the case showing, by  
19 employee ID, the daily work hours recorded, the type of service being provided, the  
20 applicable wage rates, and related information. Defendant took the deposition of the  
21 named Plaintiff. Plaintiff took the deposition of Defendant's Director of National  
22 Recruiting, and the deposition of Defendant's 30(b)(6) designee on topics including: the  
23 work assignments, settings, and job duties of the putative class members; the policies,  
24 procedures, and practices pertaining to meal and rest periods; the policies, procedures,  
25 and practices pertaining to wages and compensation of putative class members; and the  
26 policies, procedures, and practices pertaining to approval and/or payment of overtime  
27 and double time, amongst other topics. Plaintiff also interviewed putative class members  
28 and collected signed declarations. On June 21, 2024, Plaintiff filed a motion for class

1 certification.

2 47. Second Mediation. Informed by this further investigation and discovery, the  
3 Parties engaged in a second day-long mediation on July 2, 2024, with mediator Michael  
4 Loeb. That evening, Mr. Loeb issued a mediator's proposal settling the case as to a  
5 narrower class, shorter class period, and higher per class member recovery than under  
6 the previous settlement agreement, which the Parties accepted.

7 48. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class  
8 Counsel recognize the expense and length of continued proceedings necessary to litigate  
9 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff  
10 also has taken into account the uncertainty and risks of the outcome of further litigation,  
11 and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel  
12 are also aware of the burdens of proof necessary to establish liability for the claims  
13 asserted in the Action, both generally and in response to Defendant's defenses thereto,  
14 and the risks and uncertainties in establishing damages, penalties, restitution, and other  
15 relief sought in the Action. Plaintiff and Class Counsel also have taken into account  
16 Defendant's agreement to enter into a settlement that confers substantial benefits upon  
17 the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined  
18 that the Settlement set forth in this Stipulation of Settlement is fair, adequate, and  
19 reasonable and is in the best interests of all Class Members.

20 49. Defendant's Position. Defendant has concluded that further defense of the  
21 Action would be protracted and expensive. Substantial amounts of Defendant's time,  
22 energy, and resources have been, and unless this Settlement is completed, shall continue to  
23 be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken  
24 into account the risks of further litigation in reaching its decision to enter into this  
25 Settlement. Defendant denies Plaintiff's allegations, and will stipulate for settlement  
26 purposes only that Plaintiff is a suitable class representative or aggrieved employee, and  
27 reserves all rights in the event this settlement is not approved, including the right to  
28 contest suitability for class certification on any basis. This Stipulation of Settlement is a

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 compromise of disputed claims. Nothing contained in this Stipulation of Settlement, no  
2 documents referred to herein, and no action taken to carry out this Stipulation of  
3 Settlement, shall be construed or used as an admission by or against Defendant as to the  
4 merits or lack thereof of the claims asserted in the Action. In the event this Settlement does  
5 not obtain final approval, Defendant retains all rights to defend itself in this matter and to  
6 take any actions in defense of itself that are available to Defendant.

7  
8 **CLASS CERTIFICATION**

9 50. Solely for purposes of settling the Action, and not for purposes of class  
10 certification should the Settlement not be approved or for any other reason, the Parties  
11 stipulate and agree that the requisites for establishing class certification with respect to  
12 the Settlement Class have been met and are met. More specifically, for purposes of  
settlement only, the Parties stipulate and agree that:

- 13 a. The Settlement Class is ascertainable and so numerous as to make it  
14 impracticable to join all Class Members;  
15 b. There are common questions of law and fact;  
16 c. Plaintiff's claims are typical of the claims of the Class Members;  
17 d. Plaintiff and Class Counsel will fairly and adequately protect the interests  
18 of the Class Members;  
19 e. The prosecution of separate actions by individual Class Members would  
20 create the risk of inconsistent or varying adjudications, which would  
21 establish incompatible standards of conduct; and  
22 f. Questions of law and fact common to the Class Members predominate  
23 over any questions affecting any individual Class Member, and a class  
24 action is superior to other available means for the fair and efficient  
25 adjudication of the controversy.

26 51. Should this Settlement not be finally approved or be terminated, all  
27 stipulations set forth in the immediately preceding Paragraph shall be null and void and  
28 shall not be admissible for any purpose whatsoever.

**TERMS OF SETTLEMENT**

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

52. Binding Settlement. This Settlement shall bind the Parties, all Participating Class Members, and PAGA Members, subject to the terms and conditions hereof and the Court's approval.

53. Settlement Consideration. Defendant shall pay the sum of the Gross Settlement Amount of One Million Six Hundred Fifty Eight Thousand Four Hundred Ten Dollars (\$1,658,410.00), plus any amount required by the Escalator Clause at Paragraph 68 below, if that clause is triggered, as specified in this Agreement in full satisfaction of all claims arising from the Action, which shall be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class Representative Service Award; (4) Settlement Administration Costs to the Settlement Administrator; and (5) the PAGA Settlement Amount (including LWDA payment). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. With the express exception of employer-side payroll taxes to be paid by Defendant, in no event will Defendant, or any of the Released Parties be required to pay more than the Gross Settlement Amount.

54. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Sixty Five Thousand Eight Hundred and Forty One Dollars (\$165,841.00) of the Gross Settlement Amount shall be designated for satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay seventy-five percent (75%) of the PAGA Settlement Amount, i.e., the sum of One Hundred Twenty Four Thousand Three Hundred and Eighty Dollars and Seventy Five Cents (\$124,380.75), to the LWDA. The remaining twenty-five percent (25%), i.e., the sum of Forty One Thousand Four Hundred and Sixty Dollars and Twenty Five Cents (\$41,460.25), shall be part of the Net Settlement Amount to be distributed to PAGA Members — as per this Agreement.

1       55. Tax Liability. The Parties make no representations as to the tax treatment or  
2 legal effect of the payments specified herein, and Participating Class Members and PAGA  
3 Members are not relying on any statement or representation by the Parties, Class Counsel  
4 or Defense Counsel in this regard. Participating Class Members and PAGA Members, as  
5 well as Class Counsel, understand and agree that they shall be solely and legally  
6 responsible for the payment of all applicable taxes and penalties assessed on the payments  
7 specified herein.

8       56. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no  
9 provision of this Stipulation of Settlement, and no written communication or disclosure  
10 between or among the Parties, Class Counsel or Defense Counsel and other advisers, is  
11 or was intended to be, nor shall any such communication or disclosure constitute or be  
12 construed or be relied upon as, tax advice within the meaning of United States Treasury  
13 Department Circular 230 (31 CFR Part 10, as amended); (ii) the acknowledging party  
14 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for  
15 advice (including tax advice) in connection with this Stipulation of Settlement, (b) has  
16 not entered into this Stipulation of Settlement based upon the recommendation of any  
17 other party or any attorney or advisor to any other party, and (c) is not entitled to rely  
18 upon any communication or disclosure by any attorney or advisor to any other party to  
19 avoid any tax penalty that may be imposed on the acknowledging party; and (iii) no  
20 attorney or advisor to any other party has imposed any limitation that protects the  
21 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether  
22 such limitation is legally binding) upon disclosure by the acknowledging party of the tax  
23 treatment or tax structure of any transaction, including any transaction contemplated by  
24 this Stipulation of Settlement.

25       57. Preliminary Approval of Settlement. Class Counsel will reserve a date for a  
26 hearing on Plaintiff's Motion for Preliminary Approval to take place at a time mutually  
27 agreed to by the Parties so that the Parties may request provisional certification of the  
28 Settlement Classes for settlement purposes only and the setting of a Final Approval



1 Hearing date. The Parties agree to work diligently and cooperatively to have this  
2 Settlement presented to the Court for preliminary approval. Plaintiff shall provide  
3 Defense Counsel with a reasonable opportunity to review and provide comments on the  
4 draft Preliminary Approval pleadings, including the proposed Order, prior to Plaintiff  
5 submitting the Motion for Preliminary Approval to the Court.

6 58. Release by All Participating Class Members. All Participating Class  
7 Members, including Plaintiff, shall be deemed to have released their respective Released  
8 Claims against the Released Parties upon the date on which the payment of the Gross  
9 Settlement Amount is made by Defendant. Plaintiff and Class Members who do not  
10 submit a valid Request for Exclusion will be deemed to have fully, finally and forever  
11 released, settled, compromised, relinquished, and discharged with respect to all of the  
12 Released Parties for any and all Released Claims that accrued during the Class Period.  
13 Each Participating Class Member (*i.e.*, each Class Member who has not submitted a valid  
14 Request for Exclusion) fully releases and discharges the Released Parties as to all Released  
15 Claims during the Class Period.

16 59. PAGA Release by LWDA and All PAGA Members. All PAGA Members,  
17 including Plaintiff, and the LWDA, shall be deemed to have released their respective  
18 PAGA Released Claims against the Released Parties upon the date on which the  
19 payment of the Gross Settlement Amount is made by Defendant. It is understood that  
20 Class Members and PAGA Members will not have the opportunity to request exclusion  
21 from, or object to, the PAGA Release. Further, all Class Members, the LWDA, and  
22 PAGA Members are bound by the PAGA Release regardless of whether they cash and/or  
23 otherwise negotiate an Individual PAGA Payment.

24 60. Additional Release and Waiver of Claims by Plaintiff. In addition to the release  
25 of Released Claims and PAGA Released Claims against the Released Parties, as set forth  
26 above, Plaintiff, in her individual capacity, agrees to release the Released Parties from any  
27 and all claims, known and unknown, under federal, state and/or local law, statute,  
28 ordinance, regulation, common law, or other source of law, arising as of the date of

1 execution of this Agreement including but not limited to claims arising from or related to  
2 her employment with Defendant and her compensation while an employee of Defendant  
3 (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include all claims, whether  
4 known or unknown. Even if Plaintiff discovers facts in addition to or different from  
5 those that she now knows or believes to be true with respect to the subject matter of  
6 Plaintiff’s Released Claims, those claims will remain released and forever barred. To  
7 effect a full and complete general release as described above, Plaintiff expressly waives  
8 and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of  
9 California, and does so understanding and acknowledging the significance and  
10 consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the  
11 State of California states as follows:

12 **A general release does not extend to claims that the creditor or**  
13 **releasing party does not know or suspect to exist in his or her**  
14 **favor at the time of executing the release and that, if known by**  
15 **him or her, would have materially affected his or her settlement**  
16 **with the debtor or released party.**

17 Thus, notwithstanding the provisions of Section 1542, and to implement a full and  
18 complete release and discharge of the Released Parties, Plaintiff expressly acknowledges  
19 this Stipulation of Settlement is intended to include in its effect, without limitation, all  
20 claims Plaintiff does not know or suspect to exist in Plaintiff’s favor at the time of signing  
21 this Stipulation of Settlement, and that this Stipulation of Settlement contemplates the  
22 extinguishment of any such claims. Plaintiff warrants that she has read this Stipulation of  
23 Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff  
24 has consulted with or had the opportunity to consult with counsel of Plaintiff’s choosing  
25 about this Stipulation of Settlement and specifically about the waiver of section 1542, and  
26 that Plaintiff understands this Stipulation of Settlement and the section 1542 waiver, and  
27 so Plaintiff freely and knowingly enters into this Stipulation of Settlement. Plaintiff further  
28 acknowledges that Plaintiff later may discover facts different from or in addition to those  
~~Plaintiff now know or believe to be true<sup>21</sup> regarding the matters released or described in this~~  
JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

1 Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements  
2 contained in this Stipulation of Settlement shall remain effective in all respects  
3 notwithstanding any later discovery of any different or additional facts. Plaintiff expressly  
4 assumes any and all risk of any mistake in connection with the true facts involved in the  
5 matters, disputes, or controversies released or described in this Stipulation of Settlement  
6 or with regard to any facts now unknown to Plaintiff relating thereto.

7 61. Settlement Administration.

8 a. Within fourteen (14) calendar days of entry of the Preliminary Approval  
9 Order, Defendant shall provide the Settlement Administrator with the Class List for  
10 purposes of emailing and mailing the Settlement Notices to Class Members. No later  
11 than three (3) business days after receipt of the Class Data, the Settlement Administrator  
12 shall notify Class Counsel that the list has been received and state the number of Class  
13 Members and Workshifts in the Class Data. The Administrator must maintain the Class  
14 List as private and confidential, use the Class List only for purposes of this Settlement,  
15 and restrict access to the Class List to Administrator employees who need access to the  
16 Class Data. However, the Administrator may share an individual Class Member's Class  
17 Data with both RCM Counsel and Class Counsel simultaneously (and in no event share  
18 only with Class Counsel) in response to affirmative outreach from the individual Class  
19 Member and only the amount of that Class Member's Class Data as is necessary to  
20 resolve the issue and as necessary for Class Counsel to fulfill their duties to the Class  
21 with respect to this Settlement. Class Counsel shall not use Class Data to solicit clients  
22 or for any reason other than the administration of the Settlement. Defendant has a  
23 continuing duty to immediately notify the Administrator and Class Counsel if it  
24 discovers that the Class Data omitted a Class Member and to provide corrected Class  
25 Data as soon as reasonably feasible. Without any extension of the deadline by which  
26 Defendant must send the Class Data to the Administrator, the Parties and their counsel  
27 will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any  
28 issues related to missing or omitted Class Data.



1           i.     Notice by email and First Class U.S. Mail. Upon receipt of the Class  
2 List, the Settlement Administrator shall perform a search based on the National Change of  
3 Address Database maintained by the United States Postal Service to update and correct any  
4 known or identifiable address changes. Within fourteen (14) calendar days after receiving  
5 the Class List from Defendant as provided herein, the Settlement Administrator shall send  
6 copies of the Settlement Notice to all Class Members via regular First-Class U.S. Mail and  
7 email to all Class Members for whom Defendant possesses an email address. The Settlement  
8 Administrator shall exercise its best judgment to determine the current mailing address for  
9 each Class Member. The address identified by the Settlement Administrator as the current  
10 mailing address shall be presumed to be the most current mailing address for each Class  
11 Member. The Parties agree that this procedure for notice complies with due process.

12           ii.    Undeliverable Settlement Notices. Any Settlement Notice returned to  
13 the Settlement Administrator as non-deliverable on or before the Response Deadline shall  
14 be re-mailed to the forwarding address affixed thereto within three (3) business days of  
15 receipt of the returned Settlement Notice by the Settlement Administrator. If no  
16 forwarding address is provided, the Settlement Administrator shall attempt to determine a  
17 correct address by the use of skip-tracing, or other type of automated search, using the  
18 name, address and/or Social Security number of the Class Member involved, and shall  
19 then perform a re-mailing to the Class Member whose Settlement Notice was returned as  
20 non-deliverable within five (5) calendar days of receipt of the returned Settlement Notice  
21 by the Settlement Administrator, assuming another mailing address is identified by the  
22 Settlement Administrator. Class Members who are sent a re-mailed Settlement Notice  
23 shall have their Response Deadline extended by the number of calendar days that elapsed  
24 from the date that the Class Member's original Settlement Notice was mailed to the date  
25 the Settlement Administrator re-mails the Settlement Notice. In the event a re-mailed  
26 Settlement Notice is returned as undeliverable without a forwarding address and the  
27 Settlement Administrator cannot verify a correct address for the Class Member even  
28 through skip-tracing, the Parties will make reasonable efforts to search for a current

1 email address for the Class Member and, if one is located, provide it to the Settlement  
2 Administrator to send the Settlement Notice to the Class Member. If these procedures  
3 are followed, notice to Class Members shall be deemed to have been fully satisfied, and if  
4 the intended recipient of the Settlement Notice does not receive the Settlement Notice, the  
5 intended recipient shall nevertheless remain a Class Member and shall be bound by all  
6 terms of the Settlement and the Final Order and Judgment.

7           iii.     Settlement Website. From the date on which the Settlement Notice is  
8 first mailed or emailed pursuant to Section 61(a)(i), above, until the date on which the  
9 final Settlement Awards and Individual PAGA Payments are sent to Participating Class  
10 Members, the Settlement Administrator shall host an informational settlement website.  
11 The settlement website will contain the Settlement Notice, Settlement Agreement,  
12 Motion for Preliminary Approval of the Settlement Agreement, and Motion for  
13 Attorneys' Fees and Costs and Service Award. The parties will agree upon a neutrally  
14 worded URL for the website. The website will contain no advertising or promotional  
15 materials. The purpose of the website is purely informational and to effectuate best  
16 practicable notice.

17           iv.     Determination of Individual Settlement Awards and Individual PAGA  
18 Payments. The Settlement Administrator shall determine the eligibility for, and the  
19 amounts of, each Individual Settlement Award and Individual PAGA Payment under the  
20 terms of this Stipulation of Settlement, based on the Workshift and Adjusted Workshift  
21 information provided by Defendant as defined above. The Settlement Administrator's  
22 determination of the eligibility for and amount of each Individual Settlement Award and  
23 Individual PAGA Payment shall be binding upon the Class Members and the Parties;  
24 however, it is subject to Court review as appropriate.

25           b.     Certification Reports Regarding Individual Settlement Award Calculations.  
26 The Settlement Administrator will provide Defense counsel and Class Counsel a weekly  
27 report which certifies: (i) the number of Class Members who have submitted valid  
28 Requests for Exclusion or Notices of Objections; and (ii) whether any Class Member has

1 submitted a challenge to any information contained in their Settlement Notice, including  
2 but not limited to the number of Class Members from the Settlement Classes who have  
3 submitted a Workshift Dispute.

4 c. Best Efforts. The Parties agree to use their best efforts to carry out the terms  
5 of this Settlement.

6 d. Funding and Allocation of Gross Settlement Amount. No later than the date  
7 scheduled for the final fairness hearing, the Settlement Administrator shall provide  
8 Defendant with instructions for remitting payment of the Gross Settlement Amount into a  
9 Qualified Settlement Fund being maintained by the Settlement Administrator. Within  
10 seven (7) calendar days after the Effective Date, Defendant shall pay the Gross Settlement  
11 Amount into the Qualified Settlement Fund maintained by the Settlement Administrator.  
12 Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall  
13 provide Defendant with final funding calculations, including employer-side taxes to be  
14 paid separately to the Gross Settlement Amount, as well as instructions for remitting  
15 payment. Defendant shall then pay the employer-sided taxes within fourteen (14) calendar  
16 days after the Effective Date. Defendant shall provide the Gross Settlement Amount and  
17 employer-side taxes to the Settlement Administrator in any feasible manner, including, but  
18 not limited to, by way of a wire transfer. If this Settlement is not finally approved by the  
19 Court in full, or is terminated, rescinded, canceled, or fails to become effective for any  
20 reason, or if the Effective Date does not occur, then no portion of the Gross Settlement  
21 Amount shall be paid.

22 e. Payments to the Class Members. Class Members shall not be required to  
23 submit a claim in order to receive a share of the Net Settlement Amount or an Individual  
24 PAGA Payment, and no portion of the Gross Settlement Amount shall revert to  
25 Defendant or result in an unpaid residue. The Settlement Administrator shall first  
26 compute the Net Settlement Amount by deducting from the Gross Settlement Amount  
27 approved by the Court for the Class Counsel Award, Class Representative Service  
28 Award, PAGA Payment, and Settlement Administration Costs. To the extent the Court

1 does not approve the full requested attorneys' fees, litigation costs, enhancement  
2 payments or settlement administration costs, the Net Settlement Amount will increase  
3 accordingly, by the difference between the requested amount and the amount awarded  
4 by the Court.

5 f. Individual Settlement Award: From the Net Settlement Amount, the  
6 Settlement Administrator will calculate each Individual Settlement Award as follows:

7 i. The Settlement Administrator will weight each Workshift to calculate  
8 Adjusted Workshifts based on assignment type as follows:

- 9 (1) Ginkgo Bioworks = 1.00 Adjusted Workshift due to the shorter  
10 average shift length (4.7 hours) and shifts that were guaranteed  
11 paid for 6 hours, regardless of whether worked in whole or in part;  
12 (2) LAUSD and San Bernardino County (pop up sites and Arrowhead  
13 Regional Medical Center) = 1.50 Adjusted Workshift.

14 ii. The Settlement Administrator will divide the General Claim Fund by  
15 the total number of Adjusted Workshifts, resulting in the Adjusted Workshift Value.

16 iii. The Settlement Administrator will calculate each Participating Class  
17 Member's share of the General Claim Fund by multiplying the Adjusted Workshift  
18 Value by the number of Adjusted Workshifts worked by that Participating Class  
19 Member;

20 iv. All Workshift Disputes will be resolved and decided by the Settlement  
21 Administrator, in consultation with Class Counsel and/or Defense Counsel, as  
22 appropriate.

23 g. Individual PAGA Payment: The Settlement Administrator will calculate each  
24 PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA  
25 Payment to be distributed to PAGA Members by the total number of Pay Periods during  
26 the PAGA Period for all PAGA Members, resulting in the PAGA Pay Period Value; and  
27 then multiplying the PAGA Pay Period Value by the number of Pay Periods for each  
28 PAGA Member during the PAGA Period, as defined above.

1           i.       Individual Settlement Award and Individual PAGA Payments shall be  
2 mailed by the Settlement Administrator by regular First Class U.S. Mail to each  
3 Participating Class Member and/or PAGA Member's last known mailing address  
4 (including any updated address obtained from the mailing of the Settlement Notice)  
5 within ten (10) calendar days after Defendant provides the Settlement Administrator  
6 with the Gross Settlement Amount and employer-side taxes. Prior to mailing the  
7 Individual Settlement Awards and the Individual PAGA Payments, the Settlement  
8 Administrator shall perform a search based on the National Change of Address Database  
9 maintained by the United States Postal Service to update and correct any known or  
10 identifiable address changes. The Settlement Administrator shall also attempt at least  
11 one re-mailing of any Individual Settlement Award returned as undeliverable to any  
12 forwarding address provided and, if no forwarding address is provided, the Settlement  
13 Administrator will perform at least one skip-trace and re-mailing the Individual  
14 Settlement Award to any updated address obtained.

15           ii.       Individual Settlement Awards shall be allocated as follows: one-third  
16 (33%) as alleged unpaid wages subject to all applicable tax withholdings; one-third  
17 (33%) as alleged unpaid interest; and one-third (33%) as alleged unpaid penalties.  
18 Individual PAGA Awards shall be allocated as alleged unpaid civil penalties for which  
19 an IRS Form 1099 shall be issued. The Settlement Administrator shall issue an IRS  
20 Form W-2 to each Participating Class Member for the portion of each Individual  
21 Settlement Award payment allocated as alleged unpaid wages and subject to all  
22 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form  
23 1099 to each Participating Class Member and PAGA Member for the portion of each  
24 Individual Settlement Award and for the Individual PAGA Payment allocated as alleged  
25 unpaid nonwage penalties and interest and not subject to payroll tax withholdings, to the  
26 extent such issuance is required by law. The Settlement Administrator shall calculate  
27 the amount of the Employer's Share of Payroll Taxes and shall remit and report the  
28 applicable portions of the payroll tax payment to the appropriate taxing authorities in a

1 timely manner. Defendant will be responsible for paying its portion of the Payroll Taxes  
2 and this amount will not be deducted from the GSA.

3         iii.         Participating Class Members will have 180 days to cash the settlement  
4 checks sent by the Settlement Administrator. After the expiration of the 180-day period,  
5 the Settlement Administrator will prepare and provide to the parties a report regarding  
6 the distribution of the Gross Settlement Amount, including the total amount that was  
7 cashed/deposited by Participating Class Members and the total amount of any uncashed  
8 settlement checks.

9                 (1) If after 180 calendar days of mailing, the checks cashed by Class  
10 Members total less than 100% of the Net Settlement Amount, and if the  
11 amount remaining in the Qualified Settlement Fund is larger than the cost of  
12 a second distribution, and if the amount in the Qualified Settlement Fund  
13 permits more than a de minimis second payment to Class Members who  
14 timely cashed their first settlement check, the Settlement Administrator will  
15 conduct a second round of check distributions to those Participating Class  
16 Members who cashed their initial settlement checks within the 180-day  
17 check cashing deadline. In the case of such second distribution, the  
18 Settlement Administrator will calculate the Settlement awards according to  
19 the same formula set forth in Paragraph 61(f), above, except that the  
20 Adjusted Workshift Value will be determined by dividing (a) the amount  
21 remaining in the Qualified Settlement Fund after the first distribution of  
22 settlement checks, less the administration costs of the second distribution,  
23 by (b) the total number of Adjusted Workshifts of the Participating Class  
24 Members who cashed their first settlement checks within the 180-day check  
25 cashing deadline. Participating Class Members will have 90 days to cash  
26 the second distribution settlement checks sent by the Settlement  
27 Administrator.

28                 (2) If after 90 calendar days of mailing of the second distribution settlement



1 checks, the checks cashed by Class Members total less than 100% of the  
2 amount remaining in the Qualified Settlement Fund, and if the amount  
3 remaining in the Qualified Settlement Fund is larger than the cost of a third  
4 distribution, and if the amount in the Qualified Settlement Fund permits  
5 more than a de minimis third payment to Class Members who timely cashed  
6 their second check, the Settlement Administrator will conduct a third round  
7 of check distributions to those Participating Class Members who cashed  
8 their second settlement checks within the 90-day check cashing deadline. In  
9 the case of such third distribution, the Settlement Administrator will  
10 calculate the Settlement awards according to the same formula set forth in  
11 Paragraph 61(f), above, except that the Adjusted Workshift Value will be  
12 determined by dividing (a) the amount remaining in the Qualified Settlement  
13 Fund after the second distribution of settlement checks, less the  
14 administration costs of the third distribution, by (b) the total number of  
15 Adjusted Workshifts of the Participating Class Members who cashed their  
16 second settlement checks within the 90-day check cashing deadline.  
17 Participating Class Members will have 60 days to cash the third distribution  
18 settlement checks sent by the Settlement Administrator.

19 (3) The total amount of any uncashed settlement checks remaining after  
20 expiration of the check-cashing period for the last distribution of settlement  
21 checks required by the foregoing provisions will be transmitted by the  
22 Settlement Administrator to a Court-approved *cy pres* beneficiary. No later  
23 than the deadline for filing the Motion for Final Approval, the Parties shall  
24 agree upon one or more potential *cy pres* recipients and submit same to the  
25 Court for its consideration and approval; if the Parties cannot reach  
26 agreement on the *cy pres* recipient(s), they shall file separate proposals no  
27 later than the deadline for filing the Motion for Final Approval.

28 iv. In the event a Participating Class Member and/or PAGA Member fails

1 to cash/deposit his or her Individual Settlement Award check and/or Individual PAGA  
2 Payment check, the Participating Class Member and/or PAGA Member shall  
3 nevertheless remain bound by the Settlement.

4 v. All monies received by Class Members under the Settlement which are  
5 attributable to wages shall constitute income to such Class Members solely in the year in  
6 which such monies actually are received by the Class Members. It is expressly understood  
7 and agreed that the receipt of Individual Settlement Awards shall not entitle any Class  
8 Member to additional compensation or benefits under any collective bargaining agreement  
9 or under any bonus, contest or other compensation or benefit plan or agreement in place  
10 during the periods covered by the Settlement, nor shall it entitle any Class Member to any  
11 increased pension and/or retirement, or other deferred compensation benefits. It is the  
12 intent of the Parties that the Individual Settlement Awards and Individual PAGA Payments  
13 provided for in this Stipulation of Settlement are the sole payments to be made by  
14 Defendant to Class Members in connection with this Settlement, with the exception of  
15 Plaintiff, and that the Class Members are not entitled to any new or additional  
16 compensation or benefits as a result of having received the Individual Settlement Awards  
17 and/or and Individual PAGA Payments.

18 h. Class Representative Service Award. For the purposes of this  
19 Settlement only, the Parties agree to the designation of Plaintiff as the class  
20 representative. In recognition of her time and effort in bringing and presenting the  
21 Action, Plaintiff shall request a Class Representative Service Award not to exceed Five  
22 Thousand Dollars and No Cents (\$5,000.00). Plaintiff's request for such Class  
23 Representative Service Award shall be subject to approval from the Court. Defendant  
24 agrees not to oppose or object to Plaintiff's request for a Class Representative Service  
25 Award in an amount not to exceed this amount. The Class Representative Service Award  
26 will be in addition to Plaintiff's Individual Settlement Payment and PAGA Payment paid  
27 pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form 1099  
28 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE



1 legally responsible to pay any and all applicable taxes on her Class Representative  
2 Service Award. Any amount requested by Plaintiff for the Class Representative Service  
3 Award and not awarded by the Court shall become part of the Net Settlement Amount  
4 and shall be distributed to Participating Class Members as part of their Individual  
5 Settlement Awards.

6 i. Class Counsel Award. Defendant agrees not to oppose or impede any  
7 application or motion by Class Counsel for attorneys' fees in an amount up to twenty-five  
8 percent (25%) of the Gross Settlement Amount, which amounts to Four Hundred Fourteen  
9 Thousand Six Hundred Two Dollars and Fifty Cents (\$414,602.50). In addition,  
10 Defendant agrees not to oppose or impede any application or motion by Class Counsel to  
11 request an award of costs associated with Class Counsel's prosecution of the Action up to  
12 Fifty Thousand Dollars and No Cents (\$50,000.00). Class Counsel's request for such  
13 attorneys' fees and costs shall be subject to approval from the Court. In the event the  
14 Court awards Class Counsel less than the requested amount of attorneys' fees and/or costs,  
15 the difference shall become part of the Net Settlement Amount and shall be distributed to  
16 Participating Class Members as part of their Individual Settlement Awards. Class Counsel  
17 shall be solely and legally responsible to pay all applicable taxes on the Class Counsel  
18 Award. Class Counsel shall provide the Settlement Administrator with properly  
19 completed and signed copies of IRS Form W-9 in order for the Settlement Administrator  
20 to process the Class Counsel Award approved by the Court. The Settlement Administrator  
21 shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

22 62. Settlement Administration Costs. The Settlement Administration fees and  
23 expenses, which are estimated at this time not to exceed \$39,220, exclusive of a second  
24 and/or third distribution pursuant to Paragraph 61(g)(1) & (2) (the final amount subject  
25 to Court approval), shall be paid from the Gross Settlement Amount. Prior to Plaintiff  
26 filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall  
27 provide the Parties with a statement detailing the Settlement Administration Costs to  
28

1 date. The Parties agree to cooperate in the Settlement Administration process and to  
2 make all reasonable efforts to control and minimize Settlement Administration Costs.

3 a. The Parties each represent they do not have any financial interest in the  
4 Settlement Administrator or otherwise have a relationship with the  
5 Settlement Administrator that could create a conflict of interest.

6 b. The Settlement Administrator shall keep the Parties timely apprised of the  
7 performance of all Settlement Administrator responsibilities required by  
8 the Settlement. The Settlement Administrator shall be authorized to  
9 establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and  
10 regulations in which the Gross Settlement Amount shall be placed and  
11 from which payments required by the Settlement shall be made.

12 63. Payroll Taxes. In accordance with this Settlement and to the fullest extent  
13 possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish  
14 all of Defendant’s liability with respect to the Class Members and PAGA Members,  
15 except that Defendant shall solely be responsible for the employer portion of the  
16 payroll taxes on the portion of the Individual Settlement Awards that constitutes wages  
17 and these taxes shall be paid by Defendant in addition to the GSA. Upon the transfer of  
18 the Gross Settlement Amount and the employer portion of payroll taxes on the portion  
19 of the Individual Settlement Awards that constitutes wages, Defendant shall have no  
20 further payment or defense obligation whatsoever with respect to any claims covered  
21 by this Settlement made or asserted by any person or entity anywhere in the world in  
22 connection with the Class Members.

23 64. Final Settlement Approval Hearing and Entry of Final Order and Judgment.  
24 Following expiration of the Response Deadline, a Final Approval Hearing shall be  
25 conducted by the Court for the Court to determine whether to grant final approval of the  
26 Settlement, including determining the amounts properly payable for: (i) the Class Counsel  
27 Award; and (ii) the Class Representative Service Award. Prior to the Final Approval  
28 Hearing, the Settlement Administrator shall provide a written report or declaration to the

1 Parties describing the process and results of the administration of the Settlement to date,  
2 which report or declaration shall be filed by Plaintiff with the Court prior to the Final  
3 Approval Hearing. The Parties agree to work diligently and cooperatively to have this  
4 Settlement presented to the Court for final approval. Plaintiff will present the draft moving  
5 papers for any motion for final settlement approval to counsel for Defendant no fewer than  
6 three (3) business days before filing any such motion.

7       65. Duties of the Parties Prior to Court Approval. The Parties shall promptly  
8 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for  
9 Preliminary Approval and determination by the Court as to its fairness, adequacy, and  
10 reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall  
11 apply to the Court for the entry of an order scheduling a fairness hearing on the question  
12 of whether the proposed Settlement, including payment of Class Counsel's attorneys' fees  
13 and costs, the Class Representative's Service Award payment, and the PAGA Payment,  
14 should be finally approved as fair, reasonable and adequate as to the members of the  
15 Settlement Classes. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall  
16 also apply to the Court for the entry of an Order as follows:

- 17       a. Certifying the Settlement Classes for settlement purposes only;
  - 18       b. Approving, as to form and content, the proposed Settlement Notice;
  - 19       c. Approving the manner and method for Class Members to object or  
20       request exclusion from the Settlement, as contained herein and within the  
21       Settlement Notice;
  - 22       d. Directing the mailing of the Settlement Notices to Class Members, by first  
23       class mail;
  - 24       e. Preliminarily approving the Settlement subject only to the objections of  
25       Class Members and final review by the Court; and
  - 26       f. Setting a Final Approval Hearing.
- 27  
28

1       66. Duties of the Parties Following Final Approval. Following final approval  
2 by the Court of the Settlement provided for in this Settlement Agreement, Class  
3 Counsel will submit a proposed Final Order of Approval and Judgment:

- 4           a. Approving the Settlement, adjudging the terms thereof to be fair,  
5                 reasonable and adequate, and directing consummation of its terms and  
6                 provisions;  
7           b. Approving Class Counsel's application for an award of attorneys' fees  
8                 and costs;  
9           c. Approving the Class Representative Service Award payment to Plaintiff;  
10          d. Setting a date when the Parties shall submit the Final Report regarding the  
11                 distribution of the Gross Settlement Amount, and, if necessary a date for a  
12                 final accounting hearing following its receipt of the Final Report;  
13          e. Entering judgment in this Action barring and enjoining all members of the  
14                 Settlement Classes from prosecuting against any of the Released Parties,  
15                 any individual or class, or representative claims released herein pursuant to  
16                 the Settlement Agreement, upon satisfaction of all payments and obligations  
17                 hereunder.

18       67. Revocation of Settlement by Defendant. Defendant may, at their option,  
19 withdraw from the settlement if five percent (5%) or more of the Settlement Class  
20 Members request exclusion from the settlement. Defendant has 30 calendar days  
21 following the Settlement Administrator's final report summarizing the notice process,  
22 including the number of requests for exclusions received, to revoke the agreement  
23 pursuant to this Paragraph. If Defendant chooses to withdraw from the settlement, it shall  
24 be responsible for all costs incurred by the Settlement Administrator to date, and the  
25 Parties shall revert to their respective procedural positions in the Action as if no settlement  
26 had occurred.

27       68. Escalator Clause. For purposes of this settlement, Defendant estimated that  
28 there were 1,097 total Class Members, and 61,902 Workshifts worked by Settlement

1 Class Members during the Class Period. Defendant further estimated that among these  
2 61,902 Workshifts, there were 25,667 Workshifts at the San Bernardino County and  
3 Arrowhead Regional Medical Center sites; 6,412 Workshifts at the Los Angeles Unified  
4 School District worksites; and 29,823 Workshifts at the Ginkgo Concentric worksites.  
5 Defendant further estimated that among the 1,097 Class Members, there were 382 Class  
6 Members who worked at the San Bernardino County and Arrowhead Regional Medical  
7 Center sites; 109 who worked at the Los Angeles Unified School District worksites; and  
8 612 Class Members who worked at the Ginkgo Concentric worksites, with 6 Class  
9 Members having worked with more than one of the foregoing clients. Should the actual  
10 number of Workshifts exceed 61,902 by more than ten percent (10%), then RCM shall  
11 pay a pro rata additional sum for the amount exceeding 10%. Alternatively, RCM may  
12 elect to end the release date when the number of Workshifts exceeds 10% over the  
13 represented amount.

14 69. Nullification of Settlement. In the event: (i) the Court does not enter the  
15 Preliminary Approval Order; (ii) the Court does not grant final approval of the  
16 Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the  
17 Settlement does not become final for any other reason, this Stipulation of Settlement  
18 shall be rendered null and void, any order or judgment entered by the Court in  
19 furtherance of this Settlement shall be treated as void from the beginning and this  
20 Stipulation of Settlement and any documents related to it shall not be used by any Class  
21 Member or Class Counsel to support any claim or request for class certification in the  
22 Action, and shall not be used in any other civil, criminal or administrative action against  
23 Defendant or any of the other Released Parties. Additionally, should the Settlement not  
24 become final for any reason, the Parties will request that the Court reopen proceedings  
25 within thirty (30) calendar days, and any Settlement Administration Costs already  
26 incurred by the Settlement Administrator shall be split evenly between the Parties,  
27 except if Defendant elects to revoke the Settlement pursuant to Section 67 herein, in  
28

1 which case Defendant shall bear the Settlement Administration Costs incurred by the  
2 Settlement Administrator as of the date of such revocation.

3 70. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this  
4 Settlement Agreement, she will be bound by the terms herein. Plaintiff further agrees  
5 that, upon signing this Settlement Agreement, she will not submit a Request for  
6 Exclusion from this Settlement and that any such Request for Exclusion by Plaintiff will  
7 be void and of no force or effect.

8 71. Waiver of Certain Appeals. The Parties agree to waive appeals and to  
9 stipulate to class certification for purposes of this Settlement only; and either party may  
10 appeal any Court order that materially alters the Settlement Agreement's terms. Nothing  
11 in this Settlement Agreement shall preclude Plaintiff from appealing from a Court order  
12 denying or failing to grant in full their requests for attorneys' fees, costs, or service  
13 award.

14 72. No Admission by Defendant. Defendant denies all claims alleged in this Action  
15 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation of  
16 Settlement, nor any of its terms and conditions, nor any of the negotiations connected with  
17 it, is a concession or admission, and none shall be used against Defendant as an admission  
18 or indication with respect to any claim of any fault, concession, or omission by Defendant  
19 or that class certification is proper under the standard applied to contested certification  
20 motions. The Parties stipulate and agree to the certification of the proposed classes for  
21 settlement purposes only. The Parties further agree that this Stipulation of Settlement will  
22 not be admissible in this or any other proceeding as evidence that either (i) a class action  
23 should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than  
24 according to the terms of this Stipulation of Settlement.

25 73. Waiver. No waiver of any condition or covenant contained in this Settlement  
26 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be  
27 considered to imply or constitute a further waiver by such party of the same or any other  
28 condition, covenant, right or remedy. - 36 -



1       74. Judgment and Continued Jurisdiction. Upon final approval of the Settlement  
2 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will  
3 present the Judgment to the Court for its approval. After entry of the Judgment, the  
4 Court will have continuing jurisdiction solely for purposes of addressing: (i) the  
5 interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
6 administration matters, and (iii) such post-Judgment matters as may be appropriate under  
7 court rules or as set forth in this Agreement.

8       75. Exhibits and Headings. The terms of this Stipulation of Settlement include the  
9 terms set forth in any attached Exhibits, which are incorporated by this reference as though  
10 fully set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of  
11 the Settlement. The descriptive headings of any paragraphs or sections of this Stipulation  
12 of Settlement are inserted for convenience of reference only.

13       76. Amendment or Modification. This Stipulation of Settlement may be amended  
14 or modified only by a written instrument signed by counsel for all Parties or their  
15 successors-in-interest.

16       77. Entire Agreement. This Stipulation of Settlement and any attached Exhibits  
17 constitute the entire agreement between the Parties, and no oral or written  
18 representations, warranties, or inducements have been made to Plaintiff or Defendant  
19 concerning this Stipulation of Settlement or its Exhibits other than the representations,  
20 warranties, and covenants contained and memorialized in this Stipulation of Settlement  
21 and its Exhibits. No other prior or contemporaneous written or oral agreements,  
22 including but not limited to the MOU, may be deemed binding on the Parties.

23       78. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
24 Counsel warrant and represent they are expressly authorized by the Parties whom they  
25 represent to negotiate this Stipulation of Settlement and to take all appropriate actions  
26 required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement  
27 to effectuate its terms, and to execute any other documents required to effectuate the terms  
28 of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel shall

1 cooperate with each other and use their best efforts to effect the implementation of the  
2 Settlement. In the event the Parties are unable to reach agreement on the form or content  
3 of any document needed to implement the Settlement, or on any supplemental provisions  
4 that may become necessary to effectuate the terms of this Settlement, the Parties may seek  
5 the assistance of the Court to resolve such disagreement. The persons signing this  
6 Stipulation of Settlement on behalf of the Defendant represents and warrants that they are  
7 authorized to sign this Stipulation of Settlement on behalf of Defendant. Plaintiff  
8 represents and warrants that she is authorized to sign this Stipulation of Settlement and  
9 that she has not assigned any claim, or part of a claim, covered by this Settlement of  
10 Settlement to a third party. The Parties have cooperated in the drafting and preparation of  
11 this Stipulation of Settlement. Hence, in any construction made of this Stipulation of  
12 Settlement, the same shall not be construed against any of the Parties.

13 79. Confidentiality. The Parties and their counsel agree that they will not issue  
14 any press releases, initiate any contact with the press, respond to any press inquiry, or  
15 have any communication with the press about the fact, amount, or terms of the  
16 Settlement prior to the mailing of the Notice Packet. In addition, the Parties and their  
17 counsel agree that they will not engage in any advertising or distribute any marketing  
18 materials relating to the Settlement, including but not limited to posting on social media  
19 about it or any announcement of the Settlement on any websites maintained by Class  
20 Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing  
21 this Stipulation to the Court in connection with the Parties' efforts to seek Court approval  
22 of this Settlement.

23 80. Binding on Successors and Assigns. This Stipulation of Settlement shall be  
24 binding upon, and inure to the benefit of, the successors and assigns of the Parties.

25 81. California Law Governs. All terms of this Stipulation of Settlement and the  
26 Exhibits hereto shall be governed by and interpreted according to the laws of the State  
27 of California, without giving effect to any law that would cause the laws of any  
28 jurisdiction other than the State of California to be applied.



1       82. Counterparts. This Stipulation of Settlement may be executed in one or more  
2 counterparts. All executed counterparts and each of them shall be deemed to be one and  
3 the same instrument.

4       83. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that  
5 this Settlement is a fair, adequate, and reasonable settlement of the Action and she has  
6 arrived at this Settlement after extensive arm's-length negotiations, taking into account  
7 all relevant factors, present and potential.

8       84. Mutual Preparation. The Parties have had a full opportunity to negotiate the  
9 terms and conditions of this Agreement. Accordingly, this Agreement shall not be  
10 construed more strictly against one Party than another merely by virtue of the fact that it  
11 may have been prepared by counsel for one of the Parties, it being recognized that,  
12 because of the arm's-length negotiations between the Parties, all Parties have contributed  
13 to the preparation of this Agreement.

14       85. Representation by Counsel. The Parties acknowledge that they have been  
15 represented by counsel throughout all negotiations that preceded the execution of this  
16 Agreement, and that this Agreement has been executed with the consent and advice of  
17 counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens  
18 on the Agreement.

19       86. Enforcement Actions. In the event that one or more of the Parties institutes  
20 any legal action or other proceeding against any other Party or Parties to enforce the  
21 provisions of this Settlement, or to declare rights and/or obligations under this  
22 Settlement, the prevailing Party or Parties shall be entitled to recover from the non-  
23 prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness  
24 fees incurred in connection with any enforcement actions.

25       87. Disputes Regarding Language of Final Settlement Agreement. If the Parties  
26 have a dispute with regard to the language of the Agreement, the Parties agree to first  
27 informally resolve the dispute by engaging Michael Loeb, Esq. to mediate such dispute.  
28

1 88. Invalidity of Any Provision. Before declaring any term or provision of this  
2 Stipulation of Settlement invalid, the Parties request that the Court first attempt to  
3 construe the terms or provisions valid to the fullest extent possible consistent with  
4 applicable precedents so as to define all provisions of this Stipulation of Settlement as  
5 valid and enforceable. In the event the Court declares any material provision of this  
6 Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms  
7 will be of no force and effect, except as otherwise agreed to by the Parties in writing.

8 89. Binding Nature of Notice of Class Action Settlement. It is agreed that,  
9 because the Class Members are so numerous, it is impossible or impractical to have each  
10 Class Member execute the Stipulation of Settlement. The Class Notice shall advise all  
11 Class Members of the binding nature of the Settlement, and the release of Released  
12 Claims and shall have the same force and effect as if this Stipulation of Settlement were  
13 executed by each Participating Class Member.

14 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed  
15 this Joint Stipulation of Class Action and PAGA Settlement and Release between  
16 Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth  
17 below.

18 Dated: 10 / 15 / 2024



19 Plaintiff **Barbara Grady** (on her own behalf  
20 and on behalf of the Class Members and  
21 aggrieved employees)

22 **RCM Technologies (USA), Inc.**

23 Dated: \_\_\_\_\_

24 By: Kevin Miller, Chief Financial Officer

25 490-0961-6851.1 / 090137-1042

1 88. Invalidity of Any Provision. Before declaring any term or provision of this  
2 Stipulation of Settlement invalid, the Parties request that the Court first attempt to  
3 construe the terms or provisions valid to the fullest extent possible consistent with  
4 applicable precedents so as to define all provisions of this Stipulation of Settlement as  
5 valid and enforceable. In the event the Court declares any material provision of this  
6 Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms  
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11 Class Members of the binding nature of the Settlement, and the release of Released  
12 Claims and shall have the same force and effect as if this Stipulation of Settlement were  
13 executed by each Participating Class Member.

14 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed  
15 this Joint Stipulation of Class Action and PAGA Settlement and Release between  
16 Plaintiff, on the one hand, and Defendant, on the other hand, as of the date(s) set forth  
17 below.

18 Dated: \_\_\_\_\_

19 Plaintiff **Barbara Grady** (on her own behalf  
20 and on behalf of the Class Members and  
21 aggrieved employees)

22 **RCM Technologies (USA), Inc.**

23 Dated: 10/15/24

24 By:  Chief Financial Officer

25 4890-0961-6851.1 / 090137-1042



## Audit trail

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Title	RCM Settlement Agreement for signature
File name	Grady_v_RCM_Stipu..._order_241014.pdf
Document ID	0bb836210e674b88d3155cd9562281908b330146
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



SENT

**10 / 15 / 2024**

10:32:55 UTC-7

Sent for signature to Barbara Grady  
(barbiesteinberg@yahoo.com) from mail@schneiderwallace.com  
IP: 50.115.65.11



VIEWED

**10 / 15 / 2024**

10:53:30 UTC-7

Viewed by Barbara Grady (barbiesteinberg@yahoo.com)  
IP: 104.174.204.42



SIGNED

**10 / 15 / 2024**

10:57:01 UTC-7

Signed by Barbara Grady (barbiesteinberg@yahoo.com)  
IP: 104.174.204.42



COMPLETED

**10 / 15 / 2024**

10:57:01 UTC-7

The document has been completed.

# EXHIBIT C

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA*Barbara Grady v. RCM Technologies, Inc.*

Case No. 5:22-cv-00842-JLS-SHK

**NOTICE OF CLASS ACTION SETTLEMENT**

If you are or were employed by RCM as a non-exempt nurse assigned to COVID-19 testing and/or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), or at K-12 schools for Los Angeles Unified School District (LAUSD), or Ginkgo Concentric (Ginkgo) in California at any time between March 1, 2020 and March 7, 2023, you are eligible to receive compensation from a class action settlement.

- A nurse who worked for RCM Technologies (USA), Inc. (“RCM” or “Defendant”) in an hourly, non-exempt position at various COVID-19 testing worksites in California filed a lawsuit alleging that she and other similarly situated nurses were denied off-duty meal periods and rest breaks, denied wages (including overtime wages) for all hours worked, while working for RCM, among other related claims.
- RCM denies the allegations, but the parties have reached a settlement that the Court has preliminarily approved on the ground that the settlement appears to be fair, reasonable, adequate, and in the best interests of the class members.
- *A court authorized this notice. This is not an advertisement. This is not a lawsuit against you. You are not being sued, but, your rights will be affected by this settlement.*

**YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING AND GET AN AUTOMATIC PAYMENT</b>	If you received this Notice of Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive your share of the Settlement. However, you will not be able to bring or pursue the same claims covered by this Settlement in another case.
<b>EXCLUDE YOURSELF; GET NO PAYMENT; KEEP RIGHT TO SUE SEPARATELY</b>	You can choose to exclude yourself from the Settlement. If you exclude yourself, you can pursue the same claims covered by this Settlement in another case. The deadline to submit a request for exclusion is [REDACTED], 2024.
<b>OBJECT</b>	If you so choose, you may object to this settlement. However, you must remain a Settlement Class Member to object to the Settlement. In other words, you cannot object to the Settlement if you also request to exclude yourself from the Settlement. The deadline to submit objections is [REDACTED], 2024.

Any questions? Read the entire notice and if you still have questions, please call (xxx) xxx-xxxx.

**PLEASE READ THIS NOTICE CAREFULLY.**

**Your rights will be affected by this settlement.**

### 1. Why did I get this notice?

You received this notice because RCM's business records indicate that you have worked for RCM in California at some point between March 1, 2020 and March 7, 2023 as a non-exempt nurse assigned to work at COVID-19 testing or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), LAUSD or Ginkgo in California. All current and former RCM employees who fall within this category are known as Class Members.

### 2. Why should I read this notice?

This notice is to let you know that the parties in *Grady v. RCM Technologies, Inc.*, pending in the United States District Court for the Central District of California, as Case No. 5:22-cv-00842-JLS-SHK, have reached a class action settlement. Under applicable law, a class action settlement must be reviewed and approved by a judge. On [REDACTED], 2024, Judge Josephine L. Staton preliminarily approved the terms of this proposed settlement and ordered this notice to be mailed to all class members. The Court will hold a Final Fairness Hearing on the proposed settlement on [REDACTED], 2024 at [REDACTED]. This notice explains your rights to share in the settlement or to exclude yourself ("opt out").

### 3. What is this case about?

Plaintiff claims on behalf of herself and others similarly situated that RCM violated the California Labor Code by failing to provide off-duty meal and rest breaks, failing to pay regular and overtime wages for alleged off-the-clock work, failing to pay all wages due timely and upon termination, failing to maintain accurate employment records, and failing to provide accurate wage statements. Plaintiff also seeks to recover civil penalties under the Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698, *et seq.* RCM denies these allegations.

### 4. Who are the parties in this case?

Barbara Grady is the Plaintiff and Class Representative. RCM Technologies (USA), Inc. (erroneously named as RCM Technologies, Inc.) is the Defendant.

### 5. Why did RCM enter into the settlement?

RCM entered into the settlement as a compromise in order to finally, fully and completely resolve the dispute and avoid protracted litigation. RCM denies the allegations in the case, and is not giving up its right to defend itself against any of the allegations involved in the lawsuit if this settlement fails for any reason.

### 6. How much is the settlement and how will it be allocated?

The Total Settlement Amount is **\$1,658,410**, which will be allocated approximately as follows: (1) **\$1,025,206.75** to the Net Settlement Amount to be distributed to participating Class Members and PAGA Employees; (2) **\$465,841,124,380.75** to the California Labor Workforce Development Agency for its statutory share of the claims for civil penalties under PAGA-claims; (3) \$5,000 to Plaintiff Barbara Grady for the class representative service payment; (4) up to \$414,602.50 for Class Counsel's attorney's fees and up to \$50,000 in costs; and (5) an estimated **\$39,220** for the Settlement Administrator's costs. Defendant will pay its share of applicable employer-side payroll taxes on the wage portion of the settlement separately from the Total Settlement Amount, and its own attorney's fees and costs.

**Individual Class Settlement Payments from the Net Settlement Amount.** The amount that you will receive from the Net Settlement Amount will be based on the number of shifts you worked at COVID-19 testing and vaccination sites at San Bernardino County (including Arrowhead Medical Center), LAUSD, or Ginkgo in California between March 1, 2020 and March 7, 2023 (the "Class Period"), as compared to other participating Class Members, as

shown by RCM's records. The distribution formula is based on number of Adjusted Workshifts after applying a multiplier for each client to account for different shift lengths and other relevant client-specific facts and circumstances, and is set forth in the Settlement Agreement, which you can access by visiting [ADD agreed upon URL for case website] checking the court case file (see Paragraph 19 below) or contacting Class Counsel (see Paragraph 14 below). **YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT.**

**Individual PAGA Payment from the PAGA Fund.** "PAGA" refers to the Private Attorneys General Act, Cal. Labor Code §2698, *et seq.* For purposes of this Settlement, "PAGA Employees" means the subset of Class Members who worked as nurses for RCM assigned to the above-specified client sites between July 22, 2020 and March 7, 2023 (PAGA Period). As required by law, 75% of the PAGA Fund (\$124,380.75) will be distributed to the California Labor and Workforce Development Agency ("LWDA") as civil penalties and the remaining 25% of the PAGA Fund (\$41,460.25) will be distributed to the PAGA Employees on a pro rata basis based on the number of pay periods worked during the PAGA Period. PAGA Employees cannot exclude themselves from the Individual PAGA Payment portion of the Settlement. If the Court approves the Settlement and you fall within the definition of PAGA Employee, you will receive an Individual PAGA Payment (which will be considered miscellaneous income reported on an IRS Form 1099, without withholdings).

#### 7. How much will I receive from the settlement?

RCM's business records indicate that you worked the following shifts during the Class Period (March 1, 2020 to March 7, 2023):

Client Assignment	# Shifts	Adjustment	# Adjusted Shifts
Ginkgo Concentric		* 1.0	
Los Angeles Unified School District		* 1.5	
San Bernardino County		* 1.5	
<b>Total Adjusted Shifts:</b>			

Based on the formula in the Settlement Agreement, you have [REDACTED] Adjusted Workshifts. If you do not opt out of this Settlement, you will automatically be mailed a check for your share of the settlement payment based on the number of your Adjusted Workshifts. Your settlement share is estimated to be \$[REDACTED]. In addition, you will automatically be paid an estimated \$[REDACTED] Individual PAGA payment based on RCM's business records indicating that you worked [REDACTED] weeks during the PAGA Period (July 22, 2020 to March 7, 2023), whether you participate or opt out.

If you disagree with whether you are a current or former employee, or the number of your Adjusted Workshifts during the Class Period, or the number of weeks you worked during PAGA Period, as summarized in the prior paragraph, please contact the Settlement Administrator at [REDACTED], Tel: (xxx) xxx-xxxx, Fax: (xxx) xxx-xxxx, Email: [REDACTED], no later than [REDACTED], 2023 [fill in opt-out deadline], and provide your dates of employment with RCM and the total number of shifts and weeks that you believe you worked as a non-exempt hourly paid nurse for RCM in California and were assigned to COVID-19 testing or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), LAUSD, or Ginkgo during the Class Period and PAGA Period. You will need to submit supporting documentation. For a dispute to be valid, it must be in writing and contain: (i) your full name, signature or e-signature, address, telephone number, and the last four digits of your Social Security number; (ii) the dates of employment, number of Workweeks and/or number of shifts you contend is correct; and (iii) any evidence supporting your contention. An e-signature is acceptable for disputes that are submitted electronically. The dates of employment and shift information identified in RCM's records are presumed correct, unless you prove otherwise to the Settlement Administrator by credible evidence. All Disputes will be resolved and decided by the Settlement Administrator, with consultation with Defense Counsel and Class Counsel as appropriate. If the Dispute cannot be resolved by the Settlement Administrator, then it shall be resolved by the Court.

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**8. How will my settlement payment be taxed?**

Individual Settlement Awards to Class Members will be taxed as follows: one-third (33%) of the award will be taxed as alleged unpaid wages subject to all applicable tax withholdings, for which IRS Form W-2 will be issued; one-third (33%) will be taxed as alleged unpaid interest for which the appropriate IRS Form 1099 will be issued; and one-third (33%) will be taxed as alleged unpaid penalties for which IRS Form 1099-MISC will be issued. Individual PAGA Awards paid to the PAGA Employees will be taxed as alleged unpaid civil penalties for which an IRS Form 1099-MISC shall be issued. The Settlement Administrator will issue W-2 and 1099 forms, to the extent required by law. You should speak with an accountant or other tax professional about any tax implications of your Settlement checks.

**9. What rights will I give up to stay in the class and get compensation?**

Everyone who participates in the settlement will fully and finally release and discharge the Released Parties from all liability for the Released Claims from March 1, 2020 to March 7, 2023. "Released Parties" means RCM and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their clients for whom Class Members performed services, insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them. "Released Claims" means all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for the claims that were pled in the Complaint, based on or arising out of the factual allegations therein, during the Class Period, including claims for failure to pay minimum and overtime wages, failure to authorize and permit required rest breaks and provide required meal periods, failure to maintain accurate employment records, failure to timely pay wages during employment and upon separation, and failure to furnish accurate, itemized wage statements, as well as claims for alleged violation of California's Unfair Competition Law, Cal. Bus. & Professions Code §§ 17200, *et seq.*, and claims seeking civil penalties under the Private Attorneys General Act, Cal. Labor Code §2698, *et seq.*

This means that if you do not exclude yourself from the Settlement pursuant to the procedures explained in Section 11 below, you will release the Released Claims described in the preceding paragraph that may have against RCM and the Released Parties during the period of time March 1, 2020 to March 7, 2023.

In addition, if you are a PAGA Employee (as defined in Paragraph 6 above), you will release all PAGA Claims that were actually alleged or could have been alleged based upon the facts set forth in the Complaint in this action by the named Plaintiff on behalf of the State of California, herself, and the PAGA Employees.

**10. Is there a trial date set for this class action?**

No, currently, there is no trial date. If the settlement is not approved by the Court, the parties may proceed to trial.

**11. How do I exclude myself from this Settlement (opt-out)?**

To exclude yourself from the Settlement, you must send a letter by U.S. mail, facsimile or email clearly saying that you have read this notice and want to be excluded from the Settlement Class in *Grady v. RCM Technologies, Inc.*, Case No. 5:22-cv-00842-JLS-SHK. To be timely and valid, any exclusion request must be postmarked, faxed, or emailed no later than **[RESPONSE DEADLINE]**, to: **[ADD CONTACT INFO OF ADMINISTRATOR]**

You cannot exclude yourself on the phone. Additionally, for a Request for Exclusion from the Settlement to be valid, it must be (i) in writing and signed or e-signed by you; (ii) contain your name, address, telephone number, and the last four digits of your Social Security number; (iii) clearly state that you do not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific email address, mailing

address, and/or facsimile number provided above; and (v) be e-mailed, faxed, or postmarked on or before [ADD RESPONSE DEADLINE]. [An e-signature is acceptable for a Request for Exclusion that is submitted electronically.](#) The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object, appeal, or comment on the Settlement, but will remain as PAGA Member(s), and will receive an Individual PAGA Payment for the PAGA Released Claims if he or she is a PAGA Member.

If you submit a valid and timely request to be excluded, you will not be legally bound by anything that happens in this lawsuit. However, you also will not get any payments or benefits from the Settlement and you will not be able to object to the Settlement.

## ***12. Can I object the the Settlement?***

If you are a Participating Settlement Class Member, you can tell the Court that you object to the Settlement, and/or Plaintiff's application for attorneys' fees and costs or Service Award, and think the Court should not approve them. You can also tell the Court that you like the Settlement, and that it should be approved. The Court will consider your views. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To be valid, an objection must (a) be in writing; (b) be signed [or e-signed](#) by the Class Member making the objection; (c) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address, e-mail and/or facsimile number listed in Section 11 above; (d) clearly state that the Class Member objects to the settlement and all grounds for the objection; (e) be emailed, faxed, or postmarked on or before [ADD RESPONSE DEADLINE], and (f) include the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number. The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. [An e-signature is acceptable for an objection that is submitted electronically.](#)

If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for attorneys' fees and costs, or the application by the named Plaintiff for a Service Award, in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning the matter. However, the Court in its discretion may allow a Participating Class Member to still object by appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written objection. Nonetheless, to preserve your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning this matter, you must submit a written objection to the Settlement Administrator that is postmarked on or before [ADD RESPONSE DEADLINE], as provided above.

## ***13. What is the difference between Objecting and excluding myself?***

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and a request for exclusion, the request for exclusion will be deemed controlling.

## ***14. Who are the attorneys representing the class?***

The attorneys representing the named Plaintiff and the Class Members who participate in the Settlement are:

SCHNEIDER WALLACE COTTRELL KONECKY LLP, Joshua Konecky, CA Bar No. 182897, ~~Nathan Piller, CA Bar No. 300569~~, 2000 Powell Street, Suite 1400, Emeryville, CA 94608. Phone: (415) 421-7100; Fax: (415) 421-7105; [jkonecky@schneiderwallace.com](mailto:jkonecky@schneiderwallace.com); .

#### **15. How will the attorneys representing the settlement class be paid?**

Class Counsel will ask the Court for attorneys' fees of up to 25% of the total settlement amount, as specified in Section 6 above. Class Counsel will also seek reimbursement from the Settlement Fund of actual expenses they incurred in pursuing the lawsuit, such as costs for filing fees, service of process costs, and mediation fees. Class Counsel will file an application to the Court no later than [ADD DATE] setting forth the attorneys' fees and expenses they will be seeking from the total settlement amount for their work on behalf of the Class Members. You can obtain a copy of Class Counsel's application for attorneys' fees and expenses after [ADD DATE] by visiting [ADD agreed upon url for case website] checking the court case file (see Paragraph 19 below) or contacting Class Counsel at (415) 421-7100.

#### **17. Will there be a service award?**

The Settlement also provides that the Class Representative Plaintiff may apply for Service Awards of up to \$5,000 in recognition for the time, effort and risks she took in bringing the case on behalf of the Class. The Court may award less than this amount. Plaintiff will file an application to the Court no later than [ADD DATE] that discusses the basis of the request for this Service Award. You can obtain a copy of this application after [ADD DATE] by checking the court case file (see Paragraph 19 below), visiting [add agreed upon url for case website] or by contacting Class Counsel at (415) 421-7100.

#### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval hearing on [ADD DATE/TIME] in Courtroom 8A, on the 8<sup>th</sup> Floor of the, United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge may listen to people who have previously asked in writing to speak at the hearing. The Judge may also decide how much to pay Class Counsel or whether to approve the requested Service Award for the named Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

You do not have to come to the hearing. Class Counsel will answer questions that the Judge may have. But you are welcome to come at your own expense. You also may enter an appearance through an attorney if desired and have the attorney appear at the Final Approval hearing. If you submit an objection, you do not have to come to court to talk about it. As long as you submitted it on time and in accordance with the instructions in Section 12 of this Notice, the Court will consider it. You may pay your own lawyer to attend the hearing, but it is not necessary.

If you do not exclude yourself, you may ask the Court's permission to speak at the hearing about the Settlement, the application for attorneys' fees and costs, and/or the application for a service award. To do so, please send a letter saying that it is your intention to appear at the Final Approval Hearing in *Grady v. RCM Technologies, Inc.*, Case No. 5:22-cv-00842-JLS-SHK. The letter should state the position you intend to present at the hearing, state the identities of all attorneys who will represent you (if any), and include your full name, address, telephone number, and signature. To preserve your right to object to the Settlement and appeal and judgment, however, you must submit a timely, written objection to the Settlement Administrator in accordance with the procedures described in Section 12 above. To be timely, it must be postmarked, faxed or emailed to the addresses provided in Section 12 no later than [ADD RESPONSE DEADLINE]. Additionally, you cannot speak at the hearing if you exclude yourself from the Class.

#### **19. What if I need additional information?**

For a more detailed statement of the matters involved in the Action and the Class Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement of Class Action, and other papers filed in this action. The case file may be inspected at the Office of the Court Clerk, United States District Court, Central District of California, located at the Edward R. Roybal Federal Building & U.S. Courthouse, 255 East Temple Street, Room 180, Los Angeles, CA 90012, during the Court's normal business hours. You may inspect the case file for both cases online using the Public Access to Court Electronic Records system ("PACER"), at <https://pacer.uscourts.gov/>. All inquiries by Class Members about this settlement should be directed to: [REDACTED]. Refer to the Grady v. RCM Class Action Settlement.

**PLEASE DO NOT CALL THE COURT.**

4862-6424-8275.2 / 090137-1042

# EXHIBIT D

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

*Barbara Grady v. RCM Technologies, Inc.*

Case No. 5:22-cv-00842-JLS-SHK

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you are or were employed by RCM as a non-exempt nurse assigned to COVID-19 testing and/or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), or at K-12 schools for Los Angeles Unified School District (LAUSD), or Ginkgo Concentric (Ginkgo) in California at any time between March 1, 2020 and March 7, 2023, you are eligible to receive compensation from a class action settlement.**

- A nurse who worked for RCM Technologies (USA), Inc. (“RCM” or “Defendant”) in an hourly, non-exempt position at various COVID-19 testing worksites in California filed a lawsuit alleging that she and other similarly situated nurses were denied off-duty meal periods and rest breaks, denied wages (including overtime wages) for all hours worked, while working for RCM, among other related claims.
- RCM denies the allegations, but the parties have reached a settlement that the Court has preliminarily approved on the ground that the settlement appears to be fair, reasonable, adequate, and in the best interests of the class members.
- *A court authorized this notice. This is not an advertisement. This is not a lawsuit against you. You are not being sued, but, your rights will be affected by this settlement.*

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING AND GET AN AUTOMATIC PAYMENT</b>	If you received this Notice of Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive your share of the Settlement. However, you will not be able to bring or pursue the same claims covered by this Settlement in another case.
<b>EXCLUDE YOURSELF; GET NO PAYMENT; KEEP RIGHT TO SUE SEPARATELY</b>	You can choose to exclude yourself from the Settlement. If you exclude yourself, you can pursue the same claims covered by this Settlement in another case. The deadline to submit a request for exclusion is [REDACTED], 2024.
<b>OBJECT</b>	If you so choose, you may object to this settlement. However, you must remain a Settlement Class Member to object to the Settlement. In other words, you cannot object to the Settlement if you also request to exclude yourself from the Settlement. The deadline to submit objections is [REDACTED], 2024.

Any questions? Read the entire notice and if you still have questions, please call (xxx) xxx-xxxx.

**PLEASE READ THIS NOTICE CAREFULLY.**

**Your rights will be affected by this settlement.**

### **1. Why did I get this notice?**

You received this notice because RCM's business records indicate that you have worked for RCM in California at some point between March 1, 2020 and March 7, 2023 as a non-exempt nurse assigned to work at COVID-19 testing or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), LAUSD or Ginkgo in California. All current and former RCM employees who fall within this category are known as Class Members.

### **2. Why should I read this notice?**

This notice is to let you know that the parties in *Grady v. RCM Technologies, Inc.*, pending in the United States District Court for the Central District of California, as Case No. 5:22-cv-00842-JLS-SHK, have reached a class action settlement. Under applicable law, a class action settlement must be reviewed and approved by a judge. On [REDACTED], 2024, Judge Josephine L. Staton preliminarily approved the terms of this proposed settlement and ordered this notice to be mailed to all class members. The Court will hold a Final Fairness Hearing on the proposed settlement on [REDACTED], 2024 at [REDACTED]. This notice explains your rights to share in the settlement or to exclude yourself ("opt out").

### **3. What is this case about?**

Plaintiff claims on behalf of herself and others similarly situated that RCM violated the California Labor Code by failing to provide off-duty meal and rest breaks, failing to pay regular and overtime wages for alleged off-the-clock work, failing to pay all wages due timely and upon termination, failing to maintain accurate employment records, and failing to provide accurate wage statements. Plaintiff also seeks to recover civil penalties under the Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698, *et seq.* RCM denies these allegations.

### **4. Who are the parties in this case?**

Barbara Grady is the Plaintiff and Class Representative. RCM Technologies (USA), Inc. (erroneously named as RCM Technologies, Inc.) is the Defendant.

### **5. Why did RCM enter into the settlement?**

RCM entered into the settlement as a compromise in order to finally, fully and completely resolve the dispute and avoid protracted litigation. RCM denies the allegations in the case, and is not giving up its right to defend itself against any of the allegations involved in the lawsuit if this settlement fails for any reason.

### **6. How much is the settlement and how will it be allocated?**

The Total Settlement Amount is **\$1,658,410**, which will be allocated approximately as follows: (1) \$1,025,206.75 to the Net Settlement Amount to be distributed to participating Class Members and PAGA Employees; (2) \$124,380.75 to the California Labor Workforce Development Agency for its statutory share of the claims for civil penalties under PAGA; (3) \$5,000 to Plaintiff Barbara Grady for the class representative service payment; (4) up to \$414,602.50 for Class Counsel's attorney's fees and up to \$50,000 in costs; and (5) an estimated \$39,220 for the Settlement Administrator's costs. Defendant will pay its share of applicable employer-side payroll taxes on the wage portion of the settlement separately from the Total Settlement Amount, and its own attorney's fees and costs.

**Individual Class Settlement Payments from the Net Settlement Amount.** The amount that you will receive from the Net Settlement Amount will be based on the number of shifts you worked at COVID-19 testing and vaccination sites at San Bernardino County (including Arrowhead Medical Center), LAUSD, or Ginkgo in California between March 1, 2020 and March 7, 2023 (the "Class Period"), as compared to other participating Class Members, as shown by RCM's records. The distribution formula is based on number of Adjusted Workshifts after applying a



multiplier for each client to account for different shift lengths and other relevant client-specific facts and circumstances, and is set forth in the Settlement Agreement, which you can access by visiting [ADD agreed upon URL for case website] checking the court case file (see Paragraph 19 below) or contacting Class Counsel (see Paragraph 14 below). **YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT.**

**Individual PAGA Payment from the PAGA Fund.** “PAGA” refers to the Private Attorneys General Act, Cal. Labor Code §2698, *et seq.* For purposes of this Settlement, “PAGA Employees” means the subset of Class Members who worked as nurses for RCM assigned to the above-specified client sites between July 22, 2020 and March 7, 2023 (PAGA Period). As required by law, 75% of the PAGA Fund (\$124,380.75) will be distributed to the California Labor and Workforce Development Agency (“LWDA”) as civil penalties and the remaining 25% of the PAGA Fund (\$41,460.25) will be distributed to the PAGA Employees on a pro rata basis based on the number of pay periods worked during the PAGA Period. PAGA Employees cannot exclude themselves from the Individual PAGA Payment portion of the Settlement. If the Court approves the Settlement and you fall within the definition of PAGA Employee, you will receive an Individual PAGA Payment (which will be considered miscellaneous income reported on an IRS Form 1099, without withholdings).

## 7. How much will I receive from the settlement?

RCM’s business records indicate that you worked the following shifts during the Class Period (March 1, 2020 to March 7, 2023):

Client Assignment	# Shifts	Adjustment	# Adjusted Shifts
Ginkgo Concentric		* 1.0	
Los Angeles Unified School District		* 1.5	
San Bernardino County		* 1.5	
<b>Total Adjusted Shifts:</b>			

Based on the formula in the Settlement Agreement, you have [REDACTED] Adjusted Workshifts. If you do not opt out of this Settlement, you will automatically be mailed a check for your share of the settlement payment based on the number of your Adjusted Workshifts. Your settlement share is estimated to be \$ [REDACTED]. In addition, you will automatically be paid an estimated \$ [REDACTED] Individual PAGA payment based on RCM’s business records indicating that you worked [REDACTED] weeks during the PAGA Period (July 22, 2020 to March 7, 2023), whether you participate or opt out.

If you disagree with whether you are a current or former employee, or the number of your Adjusted Workshifts during the Class Period, or the number of weeks you worked during PAGA Period, as summarized in the prior paragraph, please contact the Settlement Administrator at [REDACTED], Tel: (xxx) xxx-xxxx, Fax: (xxx) xxx-xxxx, Email: [REDACTED], no later than [REDACTED], 2023 [fill in opt-out deadline], and provide your dates of employment with RCM and the total number of shifts and weeks that you believe you worked as a non-exempt hourly paid nurse for RCM in California and were assigned to COVID-19 testing or vaccination sites for San Bernardino County (including Arrowhead Regional Medical Center), LAUSD, or Ginkgo during the Class Period and PAGA Period. You will need to submit supporting documentation. For a dispute to be valid, it must be in writing and contain: (i) your full name, signature or e-signature, address, telephone number, and the last four digits of your Social Security number; (ii) the dates of employment, number of Workweeks and/or number of shifts you contend is correct; and (iii) any evidence supporting your contention. An e-signature is acceptable for disputes that are submitted electronically. The dates of employment and shift information identified in RCM’s records are presumed correct, unless you prove otherwise to the Settlement Administrator by credible evidence. All Disputes will be resolved and decided by the Settlement Administrator, with consultation with Defense Counsel and Class Counsel as appropriate.



## ***8. How will my settlement payment be taxed?***

Individual Settlement Awards to Class Members will be taxed as follows: one-third (33%) of the award will be taxed as alleged unpaid wages subject to all applicable tax withholdings, for which IRS Form W-2 will be issued; one-third (33%) will be taxed as alleged unpaid interest for which the appropriate IRS Form 1099 will be issued; and one-third (33%) will be taxed as alleged unpaid penalties for which IRS Form 1099-MISC will be issued. Individual PAGA Awards paid to the PAGA Employees will be taxed as alleged unpaid civil penalties for which an IRS Form 1099-MISC shall be issued. The Settlement Administrator will issue W-2 and 1099 forms, to the extent required by law. You should speak with an accountant or other tax professional about any tax implications of your Settlement checks.

## ***9. What rights will I give up to stay in the class and get compensation?***

Everyone who participates in the settlement will fully and finally release and discharge the Released Parties from all liability for the Released Claims from March 1, 2020 to March 7, 2023. "Released Parties" means RCM and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their clients for whom Class Members performed services, insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them. "Released Claims" means all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for the claims that were pled in the Complaint, based on or arising out of the factual allegations therein, during the Class Period, including claims for failure to pay minimum and overtime wages, failure to authorize and permit required rest breaks and provide required meal periods, failure to maintain accurate employment records, failure to timely pay wages during employment and upon separation, and failure to furnish accurate, itemized wage statements, as well as claims for alleged violation of California's Unfair Competition Law, Cal. Bus. & Professions Code §§ 17200, *et seq.*, and claims seeking civil penalties under the Private Attorneys General Act, Cal. Labor Code §2698, *et seq.*

This means that if you do not exclude yourself from the Settlement pursuant to the procedures explained in Section 11 below, you will release the Released Claims described in the preceding paragraph that may have against RCM and the Released Parties during the period of time March 1, 2020 to March 7, 2023.

In addition, if you are a PAGA Employee (as defined in Paragraph 6 above), you will release all PAGA Claims that were actually alleged or could have been alleged based upon the facts set forth in the Complaint in this action by the named Plaintiff on behalf of the State of California, herself, and the PAGA Employees.

## ***10. Is there a trial date set for this class action?***

No, currently, there is no trial date. If the settlement is not approved by the Court, the parties may proceed to trial.

## ***11. How do I exclude myself from this Settlement (opt-out)?***

To exclude yourself from the Settlement, you must send a letter by U.S. mail, facsimile or email clearly saying that you have read this notice and want to be excluded from the Settlement Class in *Grady v. RCM Technologies, Inc.*, Case No. 5:22-cv-00842-JLS-SHK. To be timely and valid, any exclusion request must be postmarked, faxed, or emailed no later than **[RESPONSE DEADLINE]**, to: **[ADD CONTACT INFO OF ADMINISTRATOR]**

You cannot exclude yourself on the phone. Additionally, for a Request for Exclusion from the Settlement to be valid, it must be (i) in writing and signed or e-signed by you; (ii) contain your name, address, telephone number, and the last four digits of your Social Security number; (iii) clearly state that you do not wish to be included in the Settlement; (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific email address, mailing address, and/or facsimile number provided above; and (v) be e-mailed, faxed, or postmarked on or before **[ADD RESPONSE DEADLINE]**. An e-signature is acceptable for a Request for Exclusion that is submitted electronically.

The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement, if the Settlement is granted final approval by the Court. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class and will not have any right to object, appeal, or comment on the Settlement, but will remain as PAGA Member(s), and will receive an Individual PAGA Payment for the PAGA Released Claims if he or she is a PAGA Member.

If you submit a valid and timely request to be excluded, you will not be legally bound by anything that happens in this lawsuit. However, you also will not get any payments or benefits from the Settlement and you will not be able to object to the Settlement.

## ***12. Can I object the the Settlement?***

If you are a Participating Settlement Class Member, you can tell the Court that you object to the Settlement, and/or Plaintiff's application for attorneys' fees and costs or Service Award, and think the Court should not approve them. You can also tell the Court that you like the Settlement, and that it should be approved. The Court will consider your views. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

To be valid, an objection must (a) be in writing; (b) be signed or e-signed by the Class Member making the objection; (c) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address, e-mail and/or facsimile number listed in Section 11 above; (d) clearly state that the Class Member objects to the settlement and all grounds for the objection; (e) be emailed, faxed, or postmarked on or before [ADD RESPONSE DEADLINE], and (f) include the objector's full name, signature, address, telephone number, and the last four digits of his/her Social Security number. The date of the e-mail, fax, or postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. An e-signature is acceptable for an objection that is submitted electronically.

If you do not submit a written objection to the proposed Settlement or the application of Class Counsel for attorneys' fees and costs, or the application by the named Plaintiff for a Service Award, in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning the matter. However, the Court in its discretion may allow a Participating Class Member to still object by appearing at the Final Approval Hearing, regardless of whether such Participating Class Member submits a written objection. Nonetheless, to preserve your right to be heard at the Final Approval Hearing and to appeal from any order or judgment of the Court concerning this matter, you must submit a written objection to the Settlement Administrator that is postmarked on or before [ADD RESPONSE DEADLINE], as provided above.

## ***13. What is the difference between Objecting and excluding myself?***

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and a request for exclusion, the request for exclusion will be deemed controlling.

## ***14. Who are the attorneys representing the class?***

The attorneys representing the named Plaintiff and the Class Members who participate in the Settlement are: SCHNEIDER WALLACE COTTRELL KONECKY LLP, Joshua Konecky, CA Bar No. 182897, 2000 Powell Street, Suite 1400, Emeryville, CA 94608. Phone: (415) 421-7100; Fax: (415) 421-7105; [jkonecky@schneiderwallace.com](mailto:jkonecky@schneiderwallace.com); .

### ***15. How will the attorneys representing the settlement class be paid?***

Class Counsel will ask the Court for attorneys' fees of up to 25% of the total settlement amount, as specified in Section 6 above. Class Counsel will also seek reimbursement from the Settlement Fund of actual expenses they incurred in pursuing the lawsuit, such as costs for filing fees, service of process costs, and mediation fees. Class Counsel will file an application to the Court no later than [ADD DATE] setting forth the attorneys' fees and expenses they will be seeking from the total settlement amount for their work on behalf of the Class Members. You can obtain a copy of Class Counsel's application for attorneys' fees and expenses after [ADD DATE] by visiting [ADD agreed upon url for case website] checking the court case file (see Paragraph 19 below) or contacting Class Counsel at (415) 421-7100.

### ***17. Will there be a service award?***

The Settlement also provides that the Class Representative Plaintiff may apply for Service Awards of up to \$5,000 in recognition for the time, effort and risks she took in bringing the case on behalf of the Class. The Court may award less than this amount. Plaintiff will file an application to the Court no later than [ADD DATE] that discusses the basis of the request for this Service Award. You can obtain a copy of this application after [ADD DATE] by checking the court case file (see Paragraph 19 below), visiting [add agreed upon url for case website] or by contacting Class Counsel at (415) 421-7100.

### ***18. When and where will the Court decide whether to approve the Settlement?***

The Court will hold a Final Approval hearing on [ADD DATE/TIME] in Courtroom 8A, on the 8<sup>th</sup> Floor of the, United States District Court for the Central District of California, 350 W. First Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge may listen to people who have previously asked in writing to speak at the hearing. The Judge may also decide how much to pay Class Counsel or whether to approve the requested Service Award for the named Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

You do not have to come to the hearing. Class Counsel will answer questions that the Judge may have. But you are welcome to come at your own expense. You also may enter an appearance through an attorney if desired and have the attorney appear at the Final Approval hearing. If you submit an objection, you do not have to come to court to talk about it. As long as you submitted it on time and in accordance with the instructions in Section 12 of this Notice, the Court will consider it. You may pay your own lawyer to attend the hearing, but it is not necessary.

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